

AGREEMENT

BETWEEN

**THE COUNTY OF GENESEE
AND
GENESEE COMMUNITY COLLEGE**

AND

**THE GENESEE COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

September 1, 2025 to August 31, 2028

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AGREEMENT BETWEEN
GENESEE COMMUNITY COLLEGE
and the
COUNTY OF GENESEE
(Hereinafter collectively referred to as the Employer)

and

THE GENESEE COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
(Hereinafter referred to as the Union)

September 1, 2025, through August 31, 2028

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

Article 1 - Recognition/Employees Covered

The Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations regarding rates of pay, wages, hours of employment, terms and conditions of employment, and the settlement of grievances. Included are all full-time and regular part-time, provisional, probationary, and permanent employees of the Employer occupying the job classifications listed in Schedule A and excluding all others.

Article 2 - Definitions

1. **“Full-time employee” or Employees** shall mean those individuals who hold a permanent position covered within the bargaining unit herein and who work thirty-seven-and-one-half (37.5) or forty (40) hours per week on a regular schedule.
2. **Regular “part-time employee”** shall mean those individuals who work twenty (20) or more hours but less than thirty-seven-and-one-half (37.5) or forty (40) hours per week on a regular schedule.
3. **“Position”** shall mean an employment involving a combination of specified duties to be performed and responsibilities to be exercised by one person, whether occupied or not.
4. **“Bargaining unit”** shall be the total of those employees defined in Article 1, all of whom are employed by the Employer, Genesee Community College, and are subject to this Agreement. A bargaining unit member is any employee for whom the GCCESPA is the representing agent.
5. **“Probationary Employee”** shall mean those individuals who are serving a probationary period in order to obtain a permanent appointment. These employees may become members of the Union; receive the same benefits as permanent employees; but are not covered by the provisions of Article 10.
6. **“Provisional Employee”** shall mean those individuals who have been hired on a provisional basis subject to taking an appropriate Civil Service examination and scoring in the top three. These employees may become members of the Union; receive the same benefits as permanent employees; but are not covered by the provisions of Article 10.

Article 3 - No Strike Pledge

Pursuant to Section 207(3)(b) of Article 14 of the New York State Civil Service Law, the Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist, or participate in such a strike.

Article 4 - Legislative Action

Pursuant to Section 204-a of the New York State Civil Service Law, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

Article 5 - Management Rights

1. The Union recognizes that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, delegated, granted, or modified by this Agreement are, and shall remain, exclusively those of the Employer.
2. Not by way of limitation of the foregoing clause, the Employer retains the right and responsibility, subject always to the terms of this Agreement to **(1)** hire, discharge, transfer, suspend, and discipline employees; **(2)** determine the number of people required to be employed, laid off, or discharged; **(3)** determine the qualification of employees; **(4)** determine the starting and quitting time and the reasonable number of hours to be worked by its employees; **(5)** make any and all reasonable rules and regulations; **(6)** determine the work assignments of its employees; **(7)** determine the basis for selection, retention, and promotion of employees to or for occupations not within the bargaining unit established by the Agreement; **(8)** determine the type of equipment and the sequence of work processes; **(9)** determine to make technological alterations by revising either processes or equipment, or both; **(10)** determine the work standards and the quality and quantity of work to be produced; **(11)** select and locate plants or other facilities; **(12)** establish, expand, transfer, and/or consolidate work processes and facilities; **(13)** transfer or sub-contract work; **(14)** consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other entity of effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work; **(15)** terminate or eliminate all or any part of its work or facilities.
3. The Union agrees, in recognition of Management's Rights, not to request the Employer to bargain with respect to the foregoing during the term of this Agreement except as otherwise specifically provided for herein either as to the basic decision or as to the effect of that decision upon wages, hours, and other terms and conditions or employment.

Article 6 - Rights of Employees

1. The Employer and Union hereby agreed that employees employed in the defined unit shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective negotiations. The Employer and Union agree that they will not directly or indirectly deprive, discourage, coerce, or harass any unit member in the enjoyment of any right conferred by the Public Employees Fair Employment Act that neither will discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the association, his/her lawful participation in any activities of the association, or in collective professional negotiations with the College, or his/her institution of any grievances, complaint, or proceeding under this Agreement.
2. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative and officials in accordance with applicable laws and rules, and may choose a representative or appear alone in a grievance or appeal proceedings with the exception that the Union must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

Article 7/Schedule B - Grievance Procedure

1. Definitions

Days	Computation of time, for all purposes hereunder, shall be with reference to the regularly scheduled working days of the grievant.
Grievance	A complaint by an employee or employees in the negotiating unit, regarding an alleged violation, misinterpretation, inequitable application or misapplication of the terms of agreement.
Grievant	The employee (s) or Union submitting the grievance.
Hearing Officer	The individual charged with the duty of rendering a decision at a particular stage of the grievance procedure.
Representative	An individual designated by the grievant at Stages, One, Two, and Three of the Grievance Procedure.

2. Specific Conditions

- (a) A grievant shall have the right to present grievances in accordance with this article; provided, however, that the first presentation of the grievance must occur within ten (10) working days after the grievant could reasonably have first knowledge of the alleged grievance, and provided that the grievance is presented in writing containing a brief statement of the nature of the grievance, including the name and position of the aggrieved party and the specific provisions of this agreement alleged to have been violated.
- (b) A grievant shall have the right to be represented at Stages One, Two, and Three by a representative of the grievant's choice. Whether or not a Union representative is chosen as the representative of the grievant, copies of all communications regarding the grievance shall be sent to the Union President or designee as well as to the grievant.
- (c) The failure of a Hearing Officer at any stage to communicate the decision within the designated time limits shall permit the grievant to proceed to the next stage of the grievance procedure.
- (d) The failure of the grievant to appeal a decision to the next higher stage within the designated time limit shall constitute a withdrawal and shall bar further action by the grievant.
- (e) The grievant may withdraw the grievance by written notice at any time.
- (f) Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all parties to attend. Said hearings will be scheduled so as to avoid interference with work schedules.

3. Procedural Steps

All grievance shall be presented and adjusted in the following manner:

- (a) Stage One: A grievant having a grievance shall discuss the same in good faith with grievant's immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The grievant and supervisor shall meet and seek a resolution of the grievance. Said supervisor has the ability to resolve the grievance informally within five (5) days. If resolved informally, the supervisor shall provide the grievant a memo detailing the agreed disposition.
 - (b) Stage Two: If the grievance is not resolved informally, it shall be reduced to writing on the form annexed and presented to the Associate Vice President for Human Resources, containing a brief statement of the nature of the grievance and the specific provision(s) of this agreement alleged to have been violated. Within five (5) working days after the written grievance is presented, the Associate Vice President for Human Resources shall render a decision thereon, in writing, and present it to the grievant.
 - (c) Stage Three: The grievant may appeal the decision rendered at Stage Two within ten (10) days after the receipt of the decision by submitting a written appeal to the President of the College. Such written appeal shall set forth specifically the nature of the grievance, the facts relating thereto, and grievant's reasons for rejection of the decision rendered. Within seven (7) working days after receipt of the appeal, the President or President's designee shall hold a hearing with the grievant. The President or designee shall render a decision in writing to the grievant within five (5) working days after conclusion of the hearing. Whether or not the Union is the designated representative of the grievant, it may participate in the Stage Three hearing and shall receive a copy of the President's decision.
 - (d) Stage Four: The Union may appeal the decision rendered at Stage Three within ten (10) working days after receipt of such decision by the grievant by submission of the grievance to the American Arbitration Association with simultaneous copy to the President of the College. In such event, the American Arbitration Association voluntary labor arbitration rules and Procedures shall apply. The decision of the arbitrator shall be in writing. Such decision shall be final and binding upon the parties.
4. The arbitrator shall not have authority to add to, subtract from, or modify the express provisions of this agreement or any provisions incorporated by reference herein.
 5. The costs of arbitration shall be borne equally by the College and the Union.
 6. Procedural time lines may be waived and/or altered by mutual consent of the parties to this agreement.

Article 8 - Union Security and Check-off

1. The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise against the Employer out of or by reason of the deductions provided for hereunder, and payment of the same to the Union.
2. Pursuant to plans certified by the Union and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Union, the Employer shall, on a bi-weekly pay period basis, deduct from the wages of the employee in the bargaining unit the regular Union membership dues and remit the same to such location as the Union may designate. Dues deductions may only be cancelled by instrument in writing. The Employer shall promptly notify the Union of the receipt of any such revocation notices.
3. An employee shall cease to be subject to check-off when no longer members of the bargaining unit, or upon notice terminating his/her check-off authorization. In either event, the employee must provide the two- (2) weeks' written notice to the Employer.
4. The Employer, within thirty (30) days after the ratification of this Agreement, will furnish the Union a complete list of names, home addresses, work locations, and position titles of all employees covered by this Agreement, and will, within five (5) work days of the last work day of each month, furnish a listing of names, home addresses, work locations, and position titles of newly hired, reinstated, transferred, and terminated employees.
5. The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions, or other forms of liability which may arise against the Employer out of or by reason of the deductions provided for hereunder, and payment of the same to the Union.
6. Pursuant to plans certified by the Union and as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Union, the Employer shall, on a bi-weekly pay period basis, deduct from the wages of the employee in the bargaining unit the regular Union membership dues and remit the same to such location as the Union may designate.
7. An employee shall cease to be subject to check-off when no longer a member of the bargaining unit or upon notice terminating his/her check-off authorization in accordance with the policies and procedures of the Association and its affiliates. The Association will notify the employer within 1 week of receiving a member withdrawal.
8. The Employer, within thirty (30) days after the ratification of this Agreement, will furnish the Union a complete list of names, home addresses, work locations, and position titles of all employees covered by this Agreement, and will, within thirty 30 days of the effective date furnish a listing of names, home addresses, work locations, and position titles of newly hired, reinstated, transferred, and terminated employees.
9. Within 30 days of hiring, the College will allow for release time for the new hire an Association representative to discuss membership in the Association.
10. The Association will provide the College with a list of unit members for whom dues shall be deducted within 30 days of hire and annually thereafter.

11. The College, following shall furnish the Association with a list containing the member names and the amount deducted from each respective paycheck as of the first payroll in September and March.

Article 9 - Promotion, Demotion, and Transfer

1. **Promotion.** No employee shall receive a salary in excess of the maximum allocated to his/her position, unless he/she is promoted in accordance with the Rules of the Civil Service Commission of the County of Genesee to a position having a higher salary range. When an employee is promoted to a position having a higher salary range the minimum salary of which is equal to or lower than the rate of compensation then received by such employee, he/she shall, upon such promotion, be paid the salary which corresponds with such rate of compensation immediately above the salary he/she is then receiving.
2. **Demotion.** When an employee is demoted in accordance with the Genesee County Civil Service Rules and Regulations through no fault of the employee to a position in a lower salary level, the employee shall upon such demotion be placed at a level which results in the least amount of economic loss to the employee but in no case results in an economic gain.
3. **Transfer.** An employee who is transferred to a similar position shall be paid the same salary in such new position as was received in the position from which transferred.
4. When an employee shall be promoted, demoted, or transferred within the bargaining unit in accordance with the preceding terms of this Article, any and all fringe benefits to which the employee is entitled or which the employee has earned at the time of promotion, demotion, or transfer shall follow the employee to the new position, so that the employee shall suffer no loss therein due to such promotion, demotion, or transfer.
5. Transfers from Genesee Community College to County offices shall not carry vacation leave credit with them. Such employees shall be paid accumulated vacation earned as of the date of transfer.

Article 10 - Permanent Status/Discipline and Discharge Action

1. Employees who have satisfactorily completed their initial probationary period may not be discharged or otherwise subjected to any other disciplinary penalty until after review of the discipline matter in accordance with the discipline procedures set forth herein. The procedures established in this Article shall apply in lieu of the procedures prescribed in Sections 75 and 76 of the New York State Civil Service Law. An employee serving a probationary period other than the initial probationary period following the employee's date of hire and whose conduct or performance is found to be unsatisfactory, shall be restored to the employee's former permanent position at the end of the probationary term without recourse to the provisions of this Article.
2. An employee covered under the terms of this Agreement shall not be disciplined except for misconduct or incompetency while performing the employee's duties or if the misconduct or incompetency is not work related, the Employer can clearly demonstrate that the misconduct or incompetency would adversely affect the ability of the employee to perform the job functions. After receipt of the discipline notice, the employee shall have the right to seek review of the discipline

including penalty involved by initiating a grievance in accordance with the procedure contained in Article 7/Schedule B. The employee shall be entitled to representation at each step of the procedure. The employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest on the Employer.

3. In any instance in which the Employer seeks to discipline an employee, a written notice of discipline shall be served upon the employee. The notice shall contain the reason(s) for the discipline, including a description of the alleged acts and/or conduct and the date(s), time, and place(s) such act(s) occurred. Said notice shall also include the penalty the Employer seeks. A copy of the notice shall be served concurrently upon the Union President. An employee who is suspended without pay shall be allowed to waive all steps of the procedures contained in this Article prior to arbitration and proceed directly to final and binding arbitration.

An employee shall not be disciplined for acts which occurred more than eighteen (18) months prior to the notice of discipline except where the incompetency of misconduct complained of and described in the charges would constitute a crime pursuant to the laws of the State of New York. An employee shall not be suspended nor shall the employee be subjected to any other penalty until a settlement of the discipline matter is reached and the settlement incorporates a penalty or an award and decision is rendered by an arbitrator providing for a penalty. The restriction noted in the previous sentence as it applies to suspension shall be waived in those instances where the continued presence of the employee on the job would constitute an endangerment to the safety and welfare of persons and property. In such cases, the employee may be suspended without pay for a period, which shall not exceed thirty (30) calendar days.

4. The duty of the arbitrator shall be to determine the guilt or innocence of an employee and the appropriateness of the proposed penalty. If the arbitrator finds the proposed penalty is inappropriate, the arbitrator may devise a new remedy but shall not under any circumstances increase the penalty sought by the Employer. Disciplinary arbitrators shall render decisions of guilt or innocence and the appropriateness of the proposed penalty and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article, including, but not limited to, the timeliness of the filing of the disciplinary grievance or whether the notice of discipline was properly served in accordance with the provisions of this Article as well as violations of an employee's rights in relation to the discipline of the employee. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement.
5. Offer of compromise and settlement at any meeting or conference prior to arbitration shall not be introduced at the arbitration hearing or accepted as evidence by the arbitrator.
6. Employee Rights
 - a. No employee shall be required to submit to an interrogation by a supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding or after a notice of discipline has been served on such employee or after employee's resignation has been requested, unless the employee is notified in advance that the employee has the right to have Union representation during such proceeding.
 - b. No employee shall be requested to sign any statement regarding the employee's incompetency or misconduct absent Union representation.

- c. No recording device or stenographic or other record shall be used during an interrogation unless an employee is advised in advance, is offered the right to have Union representation, and a transcript of such recording or stenographic record.
 - d. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest on the Employer.
 - e. An employee shall not be coerced, intimidated, or caused to suffer a reprisal, either directly or indirectly as the result of the exercise of the employee's rights under this Article.
7. Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously upon the Union President. Service of the notice of discipline to the Union President will be registered or certified mail or by personal service. The time limits for presenting a grievance as defined in this Article will commence at the time of receipt of the notice of discipline.
8. The time limits set forth herein may be waived or extended only by mutual agreement of the parties in writing.

Article 11 - Seniority

1. Seniority shall be defined as length of continuous full-time or regular part-time service with the Employer in a bargaining unit title. In the event of a layoff, employees shall be laid off on the basis of seniority, such employees with the greater seniority being the last laid off. By written notice to the Employer within five (5) working days after layoff, laid-off employees shall be entitled to exercise their seniority, as above defined, to displace employees with lesser seniority on job titles previously held by such senior employees, provided they are still qualified to perform such work. Recall shall be in the inverse order of layoff.

Continuous service shall be defined as from the last date of hire during which an employee has continually accrued seniority.

2. Seniority will be terminated as of one of the following:
- a. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
 - b. Discharge;
 - c. Refusal of a recall to employment;
 - d. Layoff for a period exceeding twelve (12) consecutive months.
3. The relative seniority of two (2) or more employees in the labor or non-competitive classes that are appointed on the same day shall be determined by lottery. The lottery will be conducted in the presence of the affected employees and will take place in the College Personnel Office within thirty (30) days of the date of appointment.

Article 12 - Reinstatement of Veterans Law

The re-employment rights of employees and probationary employees will be governed by applicable laws and regulations. An employee returning from service in the Armed Forces will have seniority equal to the time the employee spent in the Armed Forces, in accordance with such laws and regulations.

Article 13 - Leave of Absence

1. Employees may be granted leaves of absence without pay. It is understood that leaves without pay are not intended for social or recreational purposes. Requests for leave of absence without pay shall be sent to the Associate Vice President of Human Resources no less than ten (10) days prior to the date of the requested absence, except in cases of emergency, and shall be in writing on a form supplied by the College.
2. The Associate Vice President of Human Resources shall determine whether the leave shall be granted and if granted shall fix and prescribe the terms and conditions thereof. All applications for leaves of absence must bear the recommendation of the employee's supervisor prior to presentation to the College President who has final approval.

Article 14 - Jury Duty

An employee summoned for jury duty shall receive full salary or calculated daily straight-time hourly rate for any time necessarily and actually missed as a result of such jury duty. The College should be reimbursed by the employee in the amount of any duty fee, if any, received by the employee.

Article 15 - Working Hours

1. In order to meet the requirements of both the academic calendar and commitments of the community, the College operates in a flexible working schedule. The workweek shall be scheduled between Monday and Saturday and shall consist of either 37.5 or 40 hours per week (except the Night Housekeeping Staff and Campus Safety). However, current unit members employed as of the date of the signing of this Agreement shall be scheduled with their current start and stop times and days, unless the unit member agrees otherwise, Unit members whose regular work schedule is other than Monday through Friday, shall have at least two (2) consecutive days off. Any changes in work schedules for unit members employed as of the signing of this Agreement for the Fall semester, Spring semester, or Summer session upon notification from the College no later than June 1 for the Fall semester, November 1 for the Spring semester, or March 1 for the Summer session. No schedule changes shall be used to avoid the payment of overtime.
2. New unit members hired after the signing of this Agreement work their normal working hours within a time frame that begins at 6:00 a.m. and ends at 10:00 p.m. The Night Housekeeping Staff works from 10:00 p.m. to 6:30a.m. The Campus Safety Staff works rotating hours in order to provide security for the College twenty-four hours a day. Specific working hours shall be determined by the employee's supervisor.

3. Unit members in the College within the bargaining unit represented by the Association do not punch a time clock, but punctuality is important for the smooth and efficient operation of the College. Accordingly, current employees may volunteer to be placed on the 7.5 to 10-hour schedule. Unit members shall be guaranteed an uninterrupted lunch break.
4. The normal work week for general office/clerical staff and Computer Support Technician shall be thirty-seven-and-one-half (37.5) hours per week. The normal workweek for Building and Grounds/Maintenance, Campus Safety Officers, Computer Support Specialist, Computer Technical Assistant, Courier, Housekeeping, Stock Clerk and Television Production Technician shall be forty (40) hours per week.
5. The normal workday shall be either seven-and-one-half (7.5) or eight (8) consecutive hours, excluding lunch.
6. Unit members covered hereunder shall be entitled to straight time of their normal hourly wage for all hours worked in excess of their normal work week from thirty-seven-and-one-half (37.5) hours to forty (40) hours and a rate of time-and-one-half their normal hourly wages for all hours worked in excess of forty (40) hours in one week.
7. Overtime shall not be worked unless previously authorized by the designated supervisor.
8. Excluding Compensatory time, all paid leaves taken off during the workweek will be counted as time worked for the purpose of calculating overtime.
9. Specific work days, hours, and lunch periods shall be designed and agreed upon by the unit member and department supervisor, and approved by the Associate Vice President for Human Resources, and documented on the "Flexible Hour Request" Form, a copy of which is appended hereto as Schedule C. Each person shall maintain a copy of the completed form.

Any changes in hours shall only occur following mutual agreement of all parties.

Upon expiration of an approved "Flexible Hour Request" Form, a unit member's regularly scheduled shift hours and daily lunch and rest periods shall revert to previous schedule unless the request has been renewed.

10. During the life of this contract, Building Maintenance Mechanics will rotate through a Second Shift, Tuesdays through Saturdays, 3:00 pm to 11:00 pm, as follows:
 - a. Each Building Maintenance Mechanic will be assigned no more than two (2) weeks on Second Shift each academic year.
 - b. Written notification of this assignment will be done at least three (3) weeks in advance of the assignment.
 - c. No Maintenance Mechanic will be assigned to a Second Shift for more than one week in any month.
 - d. The rotation will be completed so that every Maintenance Mechanic has done the shift one time before any Maintenance Mechanic will be assigned to this shift for the second time.

11. In the event of unexpected or emergent situations where the Employer determines that a position or post must be staffed or that an assignment or work must be accomplished in order to maintain safety, The College shall maintain the right to compel overtime using this process:
 1. Volunteers will be taken first
 2. If voluntary over time/extra time arrangement have been exhausted without rendering a qualified employee available to do the work, employees will be assigned to work in reverse order of seniority.
12. Members of the buildings and grounds team and campus safety personnel who are called to work outside of their regularly scheduled work day will be compensated for a minimum of four (4) hours of work at their regular rate of pay. This time will be counted as time worked for the purposes of calculating overtime.
13. An employee engaged in work which is performed on more than one shift shall have the right, once every six months, to displace an employee on another shift having less seniority. This shall be done through notification to the employee's immediate supervisor and the employer, who shall implement such displacement as promptly as practicable. The employee requesting the shift change shall notify both his/her immediate supervisor and the Executive Director for Human Resources in writing of the intent to do so. The College's Executive Director for Human Resources shall review the request to be sure that the rules of seniority and the contract language are being followed. He/she will notify both employees affected, their supervisor and the Union in writing of his/her decision simultaneously. If and once the request has been approved the change will take place not less than two weeks from the date of approval.
14. Any employee performing a majority of his normal working hours between 6:00 p.m. to 6:00 a.m. shall receive an additional 10% per hour for the term of the contract.
15. Unit members who are considered "essential" during campus closures will be notified of this status in writing upon hire into a role deemed as "essential." Unit members who are required to report to work during emergency and/or weather-related campus closures will be compensated for all hours actually worked in addition to receiving EO (excused other) for their scheduled hours. All overtime and compensatory time rules apply.

Article 16 - Compensatory Time

Compensatory time shall be made available in lieu of cash payment for time worked in accordance with the limitations provided in this Article. This Article shall remain in effect until either GCCESPA or Genesee Community College requests its Termination. Such termination shall require thirty- (30) days written notice.

1. Compensatory time shall be used only when requested by the employee.
2. The commitment to accrue or use compensatory time shall be limited to a per incident basis with each specific incident requiring mutual agreement between the employee and the supervisor before compensatory time may be accrued or used. Approval of the supervisor must be received in advance of accrual or usage.

3. Compensatory time shall be accrued at a rate equal to the overtime rate: straight time up to forty (40) hours; time and one half for all hours over forty (40) in one work week.
4. At any time, an employee accrues a total of eighty (80) hours of compensatory time, he/she shall be paid the appropriate rate for any time worked in excess of the accrued eighty (80) hours.
5. The use of earned compensatory time must be scheduled (but need not be taken) within fourteen (14) calendar days of the time worked.
6. As far as possible, compensatory time shall be granted to employees at the time most desirable to them, but the final right to determine the time of compensatory time for any unit member is expressly reserved to the College in order to insure orderly operation of its business. If two or more unit members in the same position and classification wish compensatory time at the same time, it shall be granted to that unit member having the most seniority.
7. An employee terminating employment with Genesee Community College will be paid for all compensatory time accrued, but not yet taken, at the rate at which the compensatory time was earned.
8. A total of a maximum of eighty (80) hours cumulative of compensatory time may be earned during any fiscal year.

Article 17 - Longevity

1. All employees covered hereunder will receive a longevity increment for every three (3) years of continuous service. Longevity increments will be given at the start of each fiscal year 9/1, beginning the year after the employee has completed the eligibility period for the longevity payment as provided in Section 17.2 of this Article. Effective September 1, 2025, the longevity increment shall be as follows: Twenty cents (\$.20) per hour at three (3) years of continuous service, and an additional ten cents (\$.10) per hour at each third year of continuous service. The longevity increment will be added to the base hourly rate.

<u>Years</u>	<u>Increment</u>
3	+\$.20
6	+\$.10
9	+\$.10
12	+\$.10
15	+\$.10
18	+\$.10
21	+\$.10
24	+\$.10
27	+\$.10
30+	+\$.10

2. Increments payable on or after the effective date of the Agreement shall be determined on the basis that an employee hired between September 1 and March 1 of any given year shall be credited with a full year's service for that year, provided he/she meets the other requirements of Article 17.

3. Unpaid leaves of absence of greater duration of six (6) months will result in the loss of accrual for that calendar year.
4. If a provisional or temporary appointment is immediately followed by permanent employment, that provisional or temporary period will be considered for longevity purposes as though it were time in a permanent capacity.

Article 18 - Classification and Wages

1. Salaries and other matters of economic consideration shall be as set forth in Schedule A, annexed.
2. Wages, less appropriate deductions, shall be paid every two- (2) weeks for the two- (2) week period ending the day in which payment is made. The day of the week, which shall be payday during a given calendar year, shall be designated by the College. All employees covered under this Agreement shall be paid twenty-six (26) times per year.

Article 19 - Holidays

1. Unit members shall have thirteen (13) holidays each college year (9/1 – 8/31) with no loss in salary. The holidays will be determined by the college's Academic and Administrative calendars and shall include New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' 5 Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day.
2. If a holiday falls on a Saturday, it shall be celebrated in the preceding Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.
3. All employees covered hereunder, who are regularly scheduled to work on a holiday, shall receive their normal daily wage plus straight time for all hours worked on that holiday. In the event that an employee is called in to work on a holiday when not scheduled to work, the employee shall receive the normal daily wage plus one and one half (1 ½) times the regular daily wage for all hours worked on that holiday.
4. In no event shall the employee receive both holiday pay and/or pay for any other accumulated leave. Holidays falling during an employee's vacation shall constitute and be paid as a holiday and shall not be charged as a vacation day.
5. An employee must have worked or have used approved paid leave time on the employee's last scheduled work day before the holiday and the employee's first scheduled work day after the holiday in order to be compensated for the holiday.
6. Unit members may request not to work on Good Friday, and their request can be approved under the following conditions:
 - a. The office or area in which they work must be covered that day by regular full-time employees of the College;

- b. The supervisor of the area must approve the request in advance;
- c. Any unit member who works on Good Friday may schedule any other day between Christmas and Independence Day as a holiday, with the approval of his/her supervisor.

Article 20 - Vacation Eligibility

- 1. All regular full-time employees who have been continuously employed by the Employer shall be entitled to vacations with pay earned on a fiscal year basis in accordance with the following schedule:
 - a. Vacation shall be earned on a monthly accrual basis and where applicable shall be prorated on the same basis beginning September 1, 1992.
 - b. Vacation entitlement shall be:

<u>Full Years of Service</u>	<u>Vacation Days</u>
0 – 2 years	12 days
3 – 7 years	17 days
8 – 10 years	20 days
11 – 15 years	22 days
16 – 19 years	23 days
20 – 24 years	24 days
25 or more years	25 days

- 2. **Vacation Pay Eligibility at Termination**

- a. An employee who voluntarily leaves shall be given compensation for all unused vacation accruals at the rate of pay the employee is receiving on the date the employee terminates employment provided such employee informs the employees immediate supervisor in writing ten (10) working days prior to the termination date.
 - b. An employee who terminates employment without giving at least ten (10) working days' notice shall receive all unused vacation accruals at the rate(s) as earned and shall be paid in the last pay period of the retirement/College year.
 - c. An employee who is discharged for just cause shall not be eligible for such accrued vacation pay.
- 3. An employee shall not accumulate sick leave or vacation credits during an unpaid leave of absence.

4. Upon death of an employee, all of the employee's unused accumulated vacation time will be paid by the Employer to the employee's estate.
5. As far as possible, vacations shall be granted to unit members at the time most desirable to them, but the final right to determine the time of vacation for any unit member is expressly reserved to the College in order to insure orderly operation of its business. If two or more unit members in the same position and classification wish vacation at the same time, it shall be granted to that unit member having the most seniority unless a less senior unit member has requested and has had approval for vacation leave at least six (6) months in advance.
6. Each employee covered under this Agreement may carry over up to five (5) days of unused vacation from the prior year. Any other remaining unused vacation time shall accumulate as sick leave.
7. If a holiday(s) falls within the employee's vacation period, the employee shall be allowed to extend the vacation period by the holiday(s) falling within such period by notifying the Employer prior to the beginning of the vacation period that the employee will extend such period. Otherwise, the employee shall only be charged with those vacation days actually used during the vacation leave period
8. Vacation may be taken in units of not less than 1 hour.
9. Employees who were unit members, reduced to non-unit part-time employees, and returned to full-time unit positions, shall be eligible for vacation at the rate equivalent to the level enjoyed prior to becoming non-unit part-time employees, provided that service has been in title and continuous at the College.
10. It is agreed between the parties that employees who have been employed full-time by the College for one year or longer may use up to five (5) days of vacation in advance of regular accrual of these days, with the written prior approval of their supervisor and the Director of Human Resources.
11. During the month of August each year only, unit members may take vacation in advance of its regular accrual, providing that vacation complies with paragraph 5, above.

Article 21 - Retirement

1. The Employer shall continue the present coverage of employees under this Agreement under Articles 14 and 15 of New York State Employees Retirement and Social Security Law for Tier 3 and 4 employees, and Section 75(I) of the New York State Employees Retirement and Social Security Law for Tier 1 and 2 employees.
2. Employees under this Agreement shall be granted the application of unused sick leave as additional service credits upon retirement up to the maximum accumulation allowed by the New York State Employees Retirement System.
3. Each employee who is a member of the New York State Retirement System is granted the maximum death benefit available under either Section 60-B, Section 448 or Section 360-B of the New York State Retirement and Social Security Law.

Article 22 - Union Rights

1. The Employer shall allow the Union President or designee an aggregate of five (5) working days per year without loss of pay or leave benefits to attend functions of the Union, its affiliates, subdivisions, or organizations to which it is affiliated. Time off under this provision shall be subject to the prior approval of the appropriate supervisor. In addition, the Union President shall also be granted up to 2 hours per week provided that such release does not interfere with College schedules or programs.
2. The Union President, or designee, shall be granted release time to meet with the new hires to discuss Union membership. This release time shall be separate from any other Union time off. The release time will be within 30 days of the members hire. The date and time will be determined by both the Union and the College.
3. The Association shall be entitled to use College space for the purpose of conducting meetings and the business for which it is organized; provided, only that such usage does not interfere with the College or with individual schedules or programs.
4. The College will set aside on-half hour of every month for Association meetings.

Article 23 - Sick Leave

1. Each full-time unit member shall earn one and one quarter (1.25) days of sick leave for each month of employment, to a maximum of fifteen (15) days per year.

A maximum of eight (8) days per year for the care of a covered employee's family member: (i) mental or physical illness, injury or health condition, or elective surgery, including organ donations; (ii) need for preventative medical care or for medical diagnosis; or (iii) for the care of treatment of a mental or physical illness, injury or health condition. An employee may be eligible for Family and Medical Leave (FMLA) for care of a family member.

The term "family member" as used herein shall be defined as an employee's child, spouse, domestic partner, mother, father; any other relative who is an actual member of the employee's household or for whom they are the primary caregiver regardless of place of residence. "Child" is defined as biological, adopted, or foster child, legal ward or a child of an employee standing in loco parentis. "Parent" is defined as a biological, foster, step or adoptive parent, or a legal guardian of an employee, or a person in loco parentis when the employee was a minor child.

2. The first three (3) consecutive days of sick leave (for employee or family member) may be taken without the need for a physician's certification. An absence of a fourth day or more will require a physician's certification.
3. Sick leave may accumulate to a maximum of one hundred and twenty (120) days.
 - a.) Anyone who elects to retire during the course of a year, rather than at the end of a year, will have the calculation prorated for the months of actual service during which sick days are accumulated.

4. Employees may take sick leave in one- (1) hour segments.
5. All employees shall be provided long-term disability coverage at sixty (60%) percent of monthly wage base, less other benefits including Social Security, to a maximum of \$2,500 per month, as provided in TIAA Group Total Disability Benefits Policy.
6. **Sick Leave Bank**

A Sick Leave Bank will be established with unit members contributing two (2) days per year of their current entitlement to a total of 195 days. Depositors can call upon the Bank following absence due to illness when they have used all of their sick day accumulation. Medical verification will be required. The specific procedure will be determined by the Labor/Management Committee.

See Appendix A - Sick Bank Guidelines

7. a. Any unit member with fifteen (15) years or more of service at the College who retires (defined as filing retirement papers from a State-related retirement system) with unused sick leave equal to 90% or more of the maximum sick days they are eligible to accumulate (see Article 23, #2), may elect to receive either continued health insurance as outlined below, or a one-time cash payment of \$4,000.00 for waiving health insurance as outlined in Article 26, #9.
- b. College payment of the equivalent of twelve (12) months of basic and major medical insurance coverage beginning their first day of retirement as indicated by the appropriate retirement system, as follows:
 - Three options will be available:
 - i. Two adult/family coverage (depending on current coverage) will be provided at no cost for the twelve (12) month period following the last official day of work;
 - or**
 - ii. Two-adult/family coverage (depending on current coverage) will be provided at 50% of cost for the twenty-four (24) month period following the last official day of work. The retiree's share of the premium payments will be made quarterly. The first quarterly payment of the retiree's contribution will be prepaid one month in advance.
 - or**
 - iii. Single persons will be eligible for the premium cost of two adult coverage at a rate in effect in the year of retirement to apply to single coverage for the twenty-four-- (24) month period following the last official day of work. Any needed retiree share of the premium payments will be made quarterly. The payment of the first quarterly payment of the retiree's contribution will be prepaid one month in advance.

Retirees who elect to receive one of the options above must provide written notice of their election to the Associate Vice President for Human Resources thirty (30) calendar days in advance of their retirement date.

Article 24 - Personal Leave

1. Each full-time unit member shall be entitled to four (4) personal leave days off per contract year for the transaction of personal business, religious observances, funerals not included in Article 25, legal matters, physician or medical appointments or emergencies which cannot be handled outside of working hours. The Employer has the right to deny a personal leave request based upon a compelling reason. In the event of a denial by the Employer, upon request, the reason for the denial will be provided in writing to the employee.
2. The employee has the option of taking personal leave days in a minimum ½ (.5) hour, full hour(s) or full day segments. At least twenty-four (24) hours advance notice shall be given for personal leave to the Employer if possible except in case of an emergency. The option of using Personal leave in a minimum ½ (.5) hour segments shall expire upon the ratification of a successor agreement.
3. Days of personal leave shall not be used on consecutive Fridays and Mondays prior to the start of a vacation or the day after the vacation, except in emergency situations.
4. Personal leave days not used will accumulate as sick leave at the end of the Agreement year.
5. The employee shall not be required to divulge or provide detailed intimate explanations of the reasons for the use of personal leave time.

Article 25 - Bereavement Leave

Up to four (4) non-consecutive days are to be granted for the death of an immediate family member of a unit member. This type of leave is not cumulative. The term “family member” as used herein shall be defined as an employee’s child (*in law*), spouse, domestic partner, mother (*in law*), father (*in law*); any other relative who is an actual member of the employee’s household or for whom they are the primary caregiver regardless of place of residence. “Child” is defined as biological, adopted, or foster child, legal ward or a child of an employee standing in loco parentis. “Parent” is defined as a biological, foster, step or adoptive parent, or a legal guardian of an employee, or a person in loco parentis when the employee was a minor child.

Article 26 - Hospitalization Medical Coverage

1. The Employer agrees to provide health insurance coverage exclusively through the Genesee County Self-Funded Health Benefits Plan for each full-time regular employee within thirty (30) days of commencement of service. The Plan will be managed by a third-party administration. Following an initial open enrollment period, there will be an “open enrollment” period in November of each year when employees can change coverage.
2. a. Unit members hired on or after September 1, 2005 will contribute as follows for the duration of their employment at Genesee Community College.

Single Plan/Single with Child – 10% of premium cost

Family Plan/Two Adults – 15% of premium cost

- b. Unit members employed on or before August 31, 2005 will contribute to the cost of insurance premiums as follows:

Effective September 1, 2022:

Single Plan/Single with Child and Family Plan/Two Adults – 8% of premium cost

Effective September 1, 2023:

Single Plan/Single with Child and, Family Plan/Two Adults – 9% of premium cost

Effective September 1, 2024:

Single Plan/Single with Child and Family Plan/Two Adults – 10% of premium cost

- 3. The four (4) categories of health insurance are: Single (S), One Child (I), Two Adults (A), and Family (F).
- 4. Managed Care Services will be performed by a designated provider. These services will include:
 - a. Mandatory Pre-admission Certification Program with pre-service authorization and a penalty as directed by the plan;
 - b. Mandatory Second Surgical Opinion with a penalty as directed by the Plan;
 - c. Concurrent Utilization Review and Discharge Planning;
 - d. Case Management Medical, Alcohol, Drug, and Psychiatric;
 - e. Medical Claims Review.
- 5. In the event of a disputed claim, whether it be for a dollar amount paid on a claim or the rejection of a claim as a non-covered service, participants covered under the plan have the right to exercise the Appeals Process as per the Department of Labor Regulations. The carrier/administrator of claims for the County Health Plan must follow, at a minimum, the federal department of Labor Regulations or the New York State Department of Labor Regulations, whichever applies. In order to protect the participant's health information, participants will be required to sign an Authorization to Disclose Protected Health Information. Upon execution of the Authorization the County Personnel Office, upon request by the participant, may assist in claim resolution. In order to expedite the process, it is suggested that the participant contact the carrier/administrator directly for the appeals.

The Health Plan and Plan Administrator will adhere to the Health Insurance Portability and Accountability Act, protecting the privacy of all protected health information on behalf of the participant requesting the appeal.

- 6. If both spouses in the family are employed by the Employer, only one will be entitled to family coverage. In the event of a layoff, leave of absence, divorce, or other change of circumstance of the

spouse in whose name the family policy is issued, uninterrupted family plan coverage will be provided to the remaining spouse.

7. The Employer reserves the right to change from a self-funded plan for the providing of health and/or dental 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.
8. Members of the bargaining unit, eligible for hospitalization/medical coverage, with dual insurance coverage, wishing to terminate their hospitalization/medical coverage under the Genesee County Self-Funded Health Benefits Plan, upon submitting sufficient evidence of dual coverage to the Associate Vice President for Human Resources, and signing an appropriate release form, will receive an annual cash settlement from the college as described below. This cash settlement will be paid in two (2) annual installments, one on the last pay period in December and one on the last pay period of the Spring Semester.
9. Unit members who wish to terminate their hospitalization / medical coverage as provided in this article must sign the release form and submit evidence of dual coverage to the Office of Human Resources in a timely manner, as follows:

New employees who wish to waive their insurance coverage should do so within ten (10) days of their official hire date.

Continuing employees who wish to terminate their insurance coverage must do so before the roster of changes of personnel who are covered by the insurance for October is submitted in order to be eligible for the cash settlement for the fall semester, and before the roster changes for February is submitted in order to be eligible for the cash settlement for the spring semester.

This applies to new employees hired and continuing employees terminating coverage prior to October 1st for a December installment and hired or terminating coverage prior to February 1st for spring semester installment.

Amount of annual cash settlement

\$4,000

Health and Wellness Insurance Plan Option

Effective January 1, 2024 the College will no longer offer the Traditional Healthcare Plan or the Partnership Plus Plan to existing employees. Employees wishing to continue their coverage must elect to enroll in the Health and Wellness Plan under the Genesee County Self-Funded Health Benefits Plan.

Article 27 - Dental Insurance Coverage

1. The Employer agrees to provide dental benefits through the Genesee County Dental Plan. The Plan will be managed by a third-party administrator.

2. Disputed dental claims will be addressed utilizing the procedure outlined in Article 26(5) 'Hospitalization Medical Coverage'.
3. Members of the bargaining unit, eligible for dental benefit coverage, wishing to terminate their dental benefit coverage under the Genesee County Dental Plan, upon submitting a written request, will receive an annual cash settlement of \$100.00 from the College. This cash settlement will be paid in two (2) annual installments, one on the last pay period in December and one on the last pay period of the Spring semester.
4. The Employer shall contribute 100% of the premium cost of the Genesee County Base Dental Plan. Should a Unit Member wish to enroll in the Buy-up Dental Plan, the Unit Member must pay the difference of the cost between the Base Plan and the Buy-up Plan.

Article 28 - Workers' compensation coverage

The Employer agrees to continue Workers' Compensation coverage for employees subject to this Agreement in accordance with the requirements of New York State Law. Health insurance coverage hereunder shall terminate after an employee has been on Workers' Compensation for one (1) year.

Article 29 - Posting of Civil Service Examinations And Job Title Openings

1. The Employer shall notify the Union upon any change in title or creation of a new title.
2. The Employer will post notices of Civil Service examinations and openings in the non-competitive and labor class, and for all temporary and provisional openings where no Civil Service eligibility list exists related to job titles covered by this Agreement. The notice of such openings shall be posted five (5) working days prior to the final selection of a person to fill that opening.
 - a. Appointments and promotions shall be made on the basis of qualifications established by the Civil Service job description as well as experience, training, education, and past performance.
 - b. Any unit member covered by this Agreement who meets the minimum qualifications of any job description and applies for a vacant position shall be granted an interview prior to final selection being made. Unit members unsuccessful in obtaining positions applied for shall be informed of the reasons upon request.
 - c. It is understood that the intent of this section is to guarantee that employees covered by this Agreement will be considered for vacancies, but that the provisions of this section shall in no way affect the Employer's right to select employees for available job titles in accordance with the rules and regulations of the State or Local Civil Service Commission or Personnel Officer.
 - d. Notices shall be posted by the Associate Vice President of Human Resources in the employees' lounge and the designated bulletin boards and suites.

- e. Every effort will be made by the College to provide notices of open non-competitive and labor class positions within other County bargaining units to the Union President or his/her designee.

Article 30 - Regular Part-Time Employees

Employees regularly working twenty (20) or more but less than thirty-seven-and-one-half (37.5) hours per week shall be covered under all provisions of this Agreement in a pro-rated basis, except that no present employee (as of the date upon which this Agreement is executed) shall lose any existing benefits as a result of this Article.

Article 31 - Temporary Employees

For the purpose of this Agreement, temporary employees shall be defined as an employee hired on a full-time basis but whose employment is not expected to be permanent. No temporary employee will be entitled to fringe benefits provided in the Agreement, except retirement, unless he/she works in excess of six (6) months. Temporary employees who work in excess of six (6) months is eligible for all fringe benefits provided in the Agreement except vacation leave. Should any of these persons become permanent employees, seniority for the calculation of benefit entitlement leave shall be retroactive to the commencement of original employment date. Temporary employees are not eligible for membership in the Union and are not covered by the provisions of Article 10.

Article 32 - Uniforms

1. Those employees required to wear uniforms shall be provided the same by the Employer. Maintaining the uniforms in a clean and neat condition will be the responsibility of the employee. All employees issued uniforms will be required to wear their uniforms while in performance of their duties.
 - a. The Employer will provide all full-time Campus Safety Officers with five (5) long sleeve shirts, five (5) short sleeve shirts and five (5) pairs of dress pants. All other College required equipment will be provided by the employer.
 - 1.) The Employer will provide two (2) additional uniforms each year to each full-time officer. This includes two pairs of dress pants and two shirts (long or short based on officers need).
 - 2.) The Employer will allocate up to \$175.00 each fiscal year toward the purchase of one pair of approved safety shoes or boots for each full-time Campus Safety Officer. All receipts for purchase must be submitted to the Director of Campus Safety for approval and reimbursement.
 - b. The Employer shall provide all full-time permanent employees in the titles of Automotive Mechanic, Building Maintenance Supervisor, Building Maintenance Worker, Building Maintenance Mechanic, Cleaner, Custodial Worker, Groundskeeper, Head Custodial Worker, Senior Custodial Worker, and Senior Grounds Keeper with Uniforms and with an annual uniform allowance to be used for the cleaning and repair of said Uniforms as follows:

- 1.) In order to implement this clause, the Employer will provide each new full-time permanent employee (and each existing employee at the beginning of this Agreement) with five (5) uniforms. Thereafter, the Employer will provide each full-time permanent employee with two (2) additional uniforms each year. Each uniform will consist of brown shirt and pants with College patches on the shirts.
 - 2.) The Employer will provide an annual uniform allowance of two hundred and fifty dollars (\$250) for the cleaning and repair of uniforms. The Employer shall pay each employee the fore mentioned allowance in two (2) equal payments in January and July of each contract year.
 - 3.) With the approval of the supervisor, brown walking shorts of appropriate style and color, purchased by the Employee, and approved by the Employer, may be substituted for the required brown uniform pants provided by the Employer for Buildings and Grounds employees.
- c. The Employer will allocate up to \$175.00 each fiscal year toward the purchase of one pair of shoes or boots for each full-time Automotive Mechanic, Building Maintenance Supervisor, Building Maintenance Worker, Building Maintenance Mechanic, Cleaner, Custodial Worker, Groundskeeper, Head Custodial Worker, Senior Custodial Worker, Senior Building Maintenance Mechanic, and Senior Grounds Keeper. All receipts for purchase must be submitted to the Director of Buildings and Grounds for approval and reimbursement.
2. Upon termination, the employee shall return all uniforms and equipment, which were issued solely for the personal use of the employee in the performance of his/her duties. The cost of any uniforms or equipment lost or damaged through the employee's negligence will be deducted from the employee's final paycheck. Uniforms or equipment damaged in the performance of work duties through no fault of the employee will be replaced at no cost to the employee. The judgment that any uniform or equipment has been lost or damaged through the employee's negligence will be communicated in writing to the employee by his/her supervisor not less than five (5) working days prior to the employee's termination date.

Article 33 - Leave Credit Accumulation

1. All employees shall have electronic access to their current leave balances via the college's intranet. All balances including but not limited to, vacation, sick, personal cancer screening and compensatory time hours will be available.

Article 34 - Probationary Period

1. The probationary period of all employees will count towards all leave credits when that employee becomes permanent.
2. All new employees covered hereunder will be given a copy of this contract.
3. All employees will be notified within ten (10) days after they become permanent, stating same.

4. The probationary period of an employee will normally not exceed twenty-six (26) weeks.

Article 35 - Job Security

1. Where, because of economy, consolidation or abolition of functions, curtailment of activities, or otherwise, the Employer finds it necessary to abolish positions, such abolition shall be made in accordance with the provisions hereinafter set forth.
2. The Employer agrees to notify the Union of the proposed abolition of any and all bargaining unit positions prior to notification to affected employees(s).
3. Employees subject to layoff as a result of the abolition of position(s) shall be given at least thirty (30) calendar days' advance written notice prior to date of termination. This prior notice shall cover non-competitive labor and competitive class employees.
4. An employee who has received a written notice pursuant to the preceding paragraph shall, during the period covered by the notice of layoff, have the right, upon five (5) days' advance written notice to the Employer, to transfer to a new position created or a position filled during this period in the employee's title. An employee will be offered such an open bargaining unit position in accordance with the procedures of the Civil Service Law.
5. The Employer has the right to lay off employee(s) for a temporary period not to exceed six (6) consecutive months, provided a fourteen calendar-days advance written notice is given to the employee(s) involved.
6. Any employee or employee(s) on temporary layoff will be reinstated at the end of such temporary layoff as previously specified with no loss in seniority and leave credit accumulation as existed at layoff.

Article 36 - Maternity Leave

1. A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able.
2. A pregnant employee may report the existence of pregnancy, but is not required to do so.
3. A pregnant employee, upon request and upon submitting one medical statement that such employee is unable to perform the duties of her position due to the pregnancy, will then be granted the opportunity to use accumulated sick and vacation leave credits.
4. Following a nonsurgical delivery, an employee may use up to eight (8) weeks of accumulated sick leave. In the case of caesarian section, an employee may use up to ten (10) weeks of accumulated sick leave. Additional sick leave credits may be used if substantiated by a physician's letter or certificate.

5. If leave credits are not applied, such credits will be kept on the books until the employee returns. If the employee does not return, all credits except for vacation will be lost.
6. The employee may be granted a leave of absence without pay from three (3) months to six (6) months.
7. All maternity leaves will be submitted to the Associate Vice President for Human Resources (60) days prior to the commencement of the requested leave date, except in cases of emergency.
8. An employee on unpaid maternity leave will not accumulate leave credits.

Article 37 - Military Leave

1. An employee shall be granted a leave of absence, with pay, if he/she is ordered to a military duty for a period not exceeding thirty (30) calendar days in any one year as a member of the organized militia or a reserve component, in accordance with the provision of Section 242 of the New York State Military Law.
2. An employee ordered to active military duty shall be granted a leave of absence, without pay, for a period not to exceed four (4) years. An employee who is granted such a leave of absence shall be entitled to full rights under the New York State Military Law and the United States Military Selective Service Act of 1967, as amended. An employee who is entitled to reinstatement under either of the above laws, shall be permitted to return to his/her position with such seniority status, pay, and vacation level as he/she would have had if not absent from military service.

Article 38 - Volunteer Fire Fighters and Emergency Rescue Units

An employee who is a member of a volunteer fire department shall be excused from work with no loss in pay for time spent on any fire (except stand-by) or emergency call during his/her regular shift under the following conditions:

1. In the event a volunteer fire fighter has responded to a fire or emergency call and is on a call at the time he/she is ordinarily required to report for work, the employee may remain until discharged by the officer in charge. The officer in charge shall supply a statement regarding the nature of the call and the amount of time that the fire fighter was on duty. This statement must be presented to his/her supervisor in support of the employee's claim for an excused absence with pay for such emergency.
2. In the event an employee who is a volunteer fire fighter is already at work and a call from his/her department is received, the employee may be excused at the discretion of his/her supervisor or designee.

Article 39 - Educational Benefit

1. The Employer agrees to reimburse the employee for coursework that is directly related to work done by an employee, or work which may reasonably be expected to be performed by the employee in the near future. Course relevancy will be determined by the employee's supervisor, with final approval resting with the Associate Vice President for Human Resources. Employees approved for coursework at Genesee Community College will be given time off with pay if the courses so approved are during the employee's regularly scheduled work hours. There will be a limit of one (1) 3-hour course per semester during regularly scheduled work hours. Reimbursement will be based upon the employee's successful completion of the course(s) with a final grade of 'C' or better.
2. Employees covered under this contract who wish to matriculate at Genesee Community College may take coursework related to their degree program on a space-available basis at no tuition cost to the employee. Employees may not take such coursework during their regularly scheduled work hours. A maximum of two (2) courses may be taken each semester under this provision of the contract.
3. Effective the Fall semester 2008, during the term of this Agreement, the child(ren) and/or spouse of any unit member will be provided a tuition waiver upon enrollment as a full-time student for the semester in which they enroll. (A student must maintain a level of a minimum of twelve (12) semester hours to be considered a full-time student.) The waiver is limited to the following limitation:
 - a. The student must apply for PELL and TAP; the waiver will cover the difference between and PELL and TAP awards and the actual cost of tuition at the College.
 - b. Award certificates from the TAP and PELL Grant should be submitted to the GCC Financial Assistance Office upon receipt. Failure to submit these certificates by November 15 (Fall applicants) or March 15 (Spring applicants) will result in full tuition charges being incurred at that time.
 - c. The waiver is limited to tuition charges only; the student is responsible for all other fee charges that are set by the College.
4. Effective with the Fall semester 2001, during the term of this Agreement, the child(ren) and/or spouse of any unit member will be provided a tuition waiver on a space-available basis for enrollment less than full-time. The student must apply for financial assistance available to part-time students. The waiver will cover the difference between any financial aid awarded and the actual cost of tuition at the College. Child(ren) and/or spouse of unit member who enroll under the provisions of this clause will be permitted to register only on or after the first day of classes.

Article 40 - Personnel Files

1. Upon five (5) calendar days' advance written notice to the Associate Vice President for Human Resources, an employee shall be entitled to review his/her personnel file, in the presence of an appropriate representative of the Employer and shall have the right to copy any information contained in the personnel file except pre-hire information. There shall be one official personnel file kept by the College. All information concerning an employee's performance shall be kept in the official personnel file.

2. The employee shall be provided a copy of any material of a negative nature that is placed in the employee's personnel file within ten- (10) work days thereof.
3. An employee shall have the right to respond to any material placed in his/her personnel file and to have response attached to the document being responded to.

Article 41 - Bulletin Boards

The Employer agrees to provide space for bulletin boards in locations in which it is now providing such space for the posting of notices by the Association.

Article 42 - Out of Title Work

Except in the event of emergency, an employee shall not be temporarily assigned to a higher title except as directed in writing by an appropriate superior. An employee so assigned shall receive the minimum pay for such title, which will not result in a loss of pay to the employee. Payment for out-of-title work shall be made following the completion of one of the following requirements:

- a. After completion of five (5) consecutive work days of out-of-title work, the employee shall be paid at the out-of-title rate, retroactive to the first day: or
- b. After a total of fifteen (15) non-consecutive work days of out-of-title work in a College year for which the employee had not been compensated at the out-of-title rate as set forth above, the employee shall be paid at the out-of-title rate beginning with the sixteenth (16) day. Any accumulation of days worked out-of-title shall not carry over from one College year to the next.

Article 43 - Supersedure and Savings Clause

This Agreement shall supersede any rules, regulations, or practice of the Employer, which shall be contrary to or inconsistent with its expressed terms. If any clause or provision of this Agreement is determined to be illegal, unenforceable, or null and void by a tribunal of competent jurisdiction, such determination shall not affect any other clause or provision hereof or give any right to either party to negotiate or renegotiate any part of this Agreement.

Article 44 - Pledge Against Discrimination

1. Membership in the Association shall at all times be open to all members of the bargaining unit regardless of race, creed, sex, marital status, color, political affiliation, age, national origin, or physical disability.
2. 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 or handicapping condition. The Union shall share equally with the College in the responsibility of implementing this provision of this Agreement.

Article 45 - Civil Service Law

6. It is hereby understood and agreed that this Agreement and each and every part thereof is subject to the provisions of the New York State Civil Service Law, any rules, regulations, provisions, ordinances, resolutions, or actions of any kind or nature of the State or local Civil Service Commissioner or Personnel Officer (all collectively referred to as the 'Law'), and shall be construed and enforced only to the extent allowable and within the limits of the Law, as if such Law were a specific amendment to this Agreement. The application of the Law to this Agreement, which results in any change, shall in no way give rise to any right by either party to renegotiate any part or all of the Agreement.
7. Notification of any rules, regulations, provisions, ordinances, resolutions, or actions of any kind made by the Genesee County Civil Service Commission changing the terms and conditions of employment for employees covered hereunder must be given to the Union in writing not less than thirty (30) days prior to implementation.

Article 46 - Mileage

The mileage allowance for an employee using a personal automobile in the performance of duties required by the college shall be paid the Federal Internal Revenue Service current fixed mileage allowance. In the event that the Federal Internal Revenue Service changes its allowance, the College agrees to adopt the new figure as the mileage allowance for the Union members, effective at the beginning of the next fiscal year.

Article 47 - Supplementary Insurance and/or Tax Sheltered Annuity Programs

Supplementary insurance and/or tax-sheltered annuity programs will be made available on a payroll deduction basis upon enrollment of ten (10) or more unit members in a common eligible plan.

Article 48 - Negotiation Procedures

1. No later than June 15 of the Agreement expiration year, the parties agree to enter into collective negotiations and on that date will agree on a date to exchange written proposals. Any agreement negotiated shall be reduced to writing and shall be subject to ratification by the membership of the Union, the Board of Trustees of Genesee Community College, and the Genesee County Legislature.
2. During negotiations, the College and the Union will present relevant data requested, exchange points of view, and make proposals and counter-proposals. The parties agree upon request to make available necessary data and information. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

3. Upon ratification of the Agreement by both parties, the College shall print or cause to have printed the Agreement and distribute one (1) copy to each Union member and ten (10) copies to the Union.

Article 49 - Labor-Management Committee

A committee consisting of the Associate Vice President for Human Resources of the College and the President of the Union, plus one (1) additional person appointed by each, shall meet as needed to deal with non-negotiable issues not covered by this Agreement. Where appropriate, the College and Union may agree to expand any such session to an equal number of College and Union representatives. Meetings shall be held upon the request of either.

Article 50 - Miscellaneous

The Union shall be entitled to use College space for the purpose of conducting meetings and the business for which it is organized; provided only that such usage does not interfere with the College business or with individual employee's work schedules or College programs. Use of space must be scheduled with College Services.

Article 51 - Scope of Agreement

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
2. This Agreement supersedes all prior agreements, memoranda of understanding, and past practices relative to all matters herein contained. Any past practices relative to matters not subject of this Agreement affecting terms and conditions of employment shall remain in full force and effect.
3. The terms and provisions of this Agreement shall be applied retroactively only to the extent expressly so stated herein.
4. The term of this Agreement shall be from September 1, 2022 through and including the close of business on August 31, 2025.

Appendix A - Guidelines For GCCESPA Sick Leave Bank

PURPOSE

The purpose of the Sick Leave Bank for GCCESPA unit members is to cover the unit member in the case of a protracted illness. The Sick Leave Bank will only cover employees from the 66th day of the illness to and including the 130th workday of illness. This coverage is meant to cover the employee from the end of his/her maximum sick day eligibility (65 days) under the 1992-1995 GCCESPA contract until long-term disability starts, if necessary. Long-term disability starts after an absence of six (6) consecutive months due to protracted illness. GCCESPA and the College are fully aware that a unit member who has less than 65 days of accumulated sick time will have to use personal time, vacation time, compensatory time, or go unpaid for the period between his/her last day of eligible sick time and the 66th work day of the protracted illness, but the use of said personal time, vacation time, and compensatory time is at the full discretion of the employee.

DEFINITIONS

- 1.) Sick Leave Bank: GCCESPA Sick Leave Bank.
- 2.) Protracted Illness: an absence due to illness of more than sixty-five (65) consecutive work days, including paid holidays.
- 3.) Sick Leave Bank Entry Window: a period of one month (Sept. 1 to Sept. 30) in each year when a GCCESPA member can enter the Sick Leave Bank. The window for the first year of the bank (1992-93) will be from January 1st to January 31st.
- 4.) Total Days: the number of days in the Sick Leave Bank.
- 5.) Holding Tank: hold any contributed days over 195 for future Sick Leave Bank contributions.
- 6.) Contribution:
 - A.) Upon initial membership in the Sick Leave Bank each employee will contribute two (2) days of accumulated sick leave.
 - B.) Each member of the Sick Leave Bank will contribute one (1) day per year of accumulated sick leave if the days required to reach the Sick Leave Bank of 195 days is less than the number of Sick Leave Bank members.
 - C.) Each member of the Sick Leave Bank will contribute two (2) days per year of accumulated sick leave if the days required to reach the Sick Leave Bank maximum of 195 days is more that the number of Sick Leave Bank Members.
 - D.) There will be no contribution required if the number of days in the Sick Leave Bank and the holding tank totals 195 days or more.

ELIGIBILITY

- 1.) Membership in the Sick Leave Bank is open to all GCCESPA unit members.
- 2.) Membership in the Sick Leave Bank is voluntary.
- 3.) All GCCESPA unit members who wish to participate in the Sick Leave Bank must make a contribution of his/her accumulated sick leave during the Sick Leave Bank Entry Window using the following procedure:
 - A.) Employees with two (2) or more days of accumulated sick leave must:
 - i.) Fill out a Sick Leave membership form for his/her initial entry in the Sick leave Bank. This form must be submitted to the Office of Human Resources. Employees will remain members until they complete a Sick Leave Bank withdrawal form.
 - ii.) Make a contribution (see definitions) of accumulated sick leave per year.
 - or-
 - B.) Employees with less than two (2) days of accumulated sick leave must:
 - i.) Fill out a Sick Leave Bank membership form for his/her initial entry in the Sick Leave Bank. This form must be submitted to the Office of Human Resources. Employees will remain members until they complete a Sick Leave Bank withdrawal form.
 - ii.) Make a contribution (see definitions) of accumulated sick leave per year when they have been accumulated, they will be eligible for Sick Leave Bank benefits from that point forward.
- 4.) New unit members will follow the same procedure described in “B” above. A new unit member will have thirty (30) days from his/her date of GCC hire to join the bank.
- 5.) An employee wishing to terminate his/her membership in the Sick Leave Bank, must submit a Sick Leave Bank withdrawal form to the Office of Human Resources.
- 6.) All required forms are available from the Office of Human Resources.

SICK LEAVE BANK MANAGEMENT

The Sick Leave Bank shall consist of a maximum of one hundred ninety-five (195) days. All participating employees will make one contribution (see definitions) per year to the Sick Leave Bank. This contribution will occur on October 1st of each year. Sick Leave Bank contributions are non-refundable.

When employee contributions have reached 195 days, the extra-contributed days will be placed in a holding tank. Each new unit member joining the bank will contribute two days to the bank or holding tank upon initial membership. In the event that the number of days in the bank falls below 195 on October 1st of any year, days will be transferred from the holding tank, if available. If the number of days in the bank is still

below 195 after the holding tank days are exhausted, then a contribution will be made by the participating members.

The Sick Leave Bank will be managed according to the guidelines contained in this document. All interpretations of these guidelines will be made by the Labor/Management Committee consisting of the President of GCCESPA and his/her designee and the Associate Vice President for Human Resources and his/her designee. All applications, information and guideline interpretations will be held in strictest confidence by the Labor/Management Committee. These guidelines are subject to revision only by consensus of the Labor/Management Committee. All decisions made by the Labor/Management Committee regarding the Sick Leave Bank are not grievable.

WITHDRAWALS FROM THE SICK LEAVE BANK

All Sick Leave Bank members may make withdrawals from the Sick Leave Bank as needed on a first come first served basis provided they meet the following conditions:

- 1.) Employees must be members of the Sick Leave Bank for thirty (30) calendar days prior to the illness for which they are requesting Sick Leave Bank benefits. Medically certified disability due to pregnancy is covered if the employee was a member of the Sick Leave Bank thirty (30) days prior to the onset of pregnancy. An illness due to a pre-existing medical condition is covered if the employee was a member thirty (30) days prior to the onset of the illness.
- 2.) The employee must complete a Sick Leave Bank usage request form and submit it to the Office of Human Resources.
- 3.) Medical verification from a licensed physician is required.
- 4.) The employee has been absent from work due to a protracted illness.
- 5.) The employee may withdraw days from the Sick Leave Bank until one of the following conditions occur:
 - A.) The employee is able to return to work.
 - B.) The employee has been absent from work for six consecutive months and will then commence long-term disability.
 - C.) The Sick Leave Bank has been exhausted of days.
- 6.) The Sick Leave Bank may only be used by the individual contributor for his/her personal illness. The Bank may not be used for disabilities of other members of the contributor's family. The Bank may not be used by the contributor to remain away from his/her position in order to assist a family member who is ill.

SICK LEAVE BANK RECORDS

All Sick Leave Bank records will be kept by the College. However, Bank records will be available to the GCCESPA President upon request. In addition, a comprehensive Sick Leave Bank report will be sent to the GCCESPA President every six (6) months (October and April).

Schedule A-1
Projected Salary Ranges
ESPA Contract
From September 1, 2025 – August 31, 2028

Classification	2025-2026		2026-2027		2027-2028	
	Min	Max	Min	Max	Min	Max
GCCS-1	\$16.36	\$29.45	\$16.85	\$30.33	\$17.36	\$31.24
GCCS-2	\$17.36	\$31.25	\$17.88	\$32.19	\$18.42	\$33.15
GCCS-3	\$18.36	\$33.05	\$18.91	\$34.04	\$19.48	\$35.06
GCCS-4	\$21.86	\$33.88	\$22.52	\$34.90	\$23.19	\$35.95
GCCS-5	\$23.86	\$36.98	\$24.58	\$38.09	\$25.31	\$39.24
GCCS-6	\$26.86	\$41.63	\$27.67	\$42.88	\$28.50	\$44.17

GCCS-1

Audio Visual Aide
Cleaner
Courier
Data Entry Machine Operator
Library Clerk
Mailroom Clerk
Reproduction Services Operator

GCCS-2

Clerk Typist
Custodial Worker
Groundskeeper
Mail and Print Services Clerk
Receptionist
Stock Clerk
Student Data Clerk

GCCS-3

Building Maintenance Worker
Campus Security Officer
Computer Support Technician
Employee Payroll/Insurance Clerk
Financial Clerk
Financial Record Control Clerk
Graphic Illustrator
Secretary
Senior Custodial Worker
Senior Information Processing Specialist
Senior Library Clerk
Senior Reproduction Services Operator

GCCS-4

Automotive Mechanic
Building Maintenance Mechanic
Campus Security Officer II
Computer Technical Assistant
Executive Secretary
Principal Clerk
Senior Clerk
Senior Financial Clerk
Senior Groundskeeper
TV Equipment Technician

GCCS-5

Campus Peace Officer
Computer Support Specialist
Development and Alumni Coordinator
Head Custodial Worker
IT Operations Analyst I
Senior Building Maintenance Mechanic
Senior Campus Security Officer
TV Production Technician

GCCS-6

Building Maintenance Supervisor
IT Operations Analyst II

A unit member moving to one grade higher within a classification will receive a \$1.50/hour increase, or the minimum of the grade, whichever is greater. Exceptions to this will be reviewed and agreed upon by management and the Association.

A Wage Compression Fund will be established for distribution throughout this contract (September 1, 2025 through August 31, 2028) for thoughtful, purposeful adjustments to long time employees. This fund will be not less than \$20,000 for equity compensation over three years for no less than 20 employees and no less than \$.50 per hour. This fund will be managed with the joint agreement of the College and the Association.

A-2 Salary Increases

Effective 9/1/25, all returning members will receive a 3.00% plus \$1.00/hour increase to base pay.

Effective 9/1/26, all returning members will receive a 3.00% plus a \$0.50/hour increase to base pay.

Effective 9/1/27, all returning members will receive a 3.00% plus a \$0.50/hour increase to base pay.

Effective 9/1/22, all base minimum salary and maximum salary ranges will increase by 2.00%.

Effective 9/1/23, all base minimum salary and maximum salary ranges will increase by 2.00%.

Effective 9/1/24, all base minimum salary and maximum salary ranges will increase by 2.00%.

A-3 Salary Ranges

Effective 9/1/25, base minimum and maximum salary ranges will be established as indicated on Schedule A-1.

Effective 9/1/26, all base minimum and maximum salary ranges will increase by 3.00%.

Effective 9/1/27, all base minimum and maximum salary ranges will increase by 3.00%.

Article A-4 Payroll Schedule

ESPA unit members will shift to a new payroll schedule with a two-week lag. This transition will result in unit members experiencing a delay in receiving compensation for one pay period. It will coincide with the October 31 pay date. To offset the burden to affected unit members will receive a one-time payment of \$1,000 (not to be added to base salary) to be paid at the time of the transition. No health insurance premiums will be deducted from this one-time payment. The College recognizes that an online reporting system will not be a time clock, in accordance with Article 15. Members who require additional funds may request a loan against their future paychecks while this change occurs in addition to the \$1,000.

Schedule B- See Article 7

Schedule C

Flex Hour Request Form

Beginning the _____ day of _____, 200__, _____
shall be approved for a change in the regularly scheduled shift hours and daily lunch and rest periods or work
week as described below. Said approved change shall terminate on the _____ day of
_____, 200__.

- A. The workweek shall be five (5) consecutive days per week beginning on _____ (day of the week) and
ending on _____ (day of the week). The workday shall begin at _____ (a.m./ p.m.) and end at
_____ (a.m./ p.m.). The lunch period/meal break will begin at _____ (a.m./ p.m.) and
end at _____ (a.m./ p.m.).
- B. The workweek shall be four (4) consecutive days per week beginning on _____ (day of the week)
and ending on _____ (day of the week). The workday shall begin at _____ (a.m./ p.m.)
and end at _____ (a.m./ p.m.). The lunch period/meal break will begin at _____ (a.m./ p.m.)
and end at _____ (a.m., p.m.).

Unit Member Signature

Date

Department Supervisor Signature

Date

Director of Personnel Signature

Date

For Personnel Office Use Only

Position: _____

Department/Office: _____

Description (check one)

40.0 hour _____

37.5 hour _____

30.0 hour _____

Memorandum of Agreement, ESPA

The Agreement is to be extended from September 1, 2025 – August 31, 2028.



Dr. Craig Lamb, President
Genesee Community College



Date



Lisa Tucker, President
GCC Educational Support Personnel Association



Date