

AGREEMENT

EFFECTIVE: 1 September 2012

TERM: 31 August 2016

BY AND BETWEEN

THE

COUNTIES OF ESSEX AND FRANKLIN

(hereinafter referred to collectively as the "Sponsors"),

and the

BOARD OF TRUSTEES OF NORTH COUNTRY COMMUNITY COLLEGE

(hereinafter referred to as the "Board"),

AS CO-EMPLOYERS

(hereinafter collectively referred to as "Employer" or "College"),

and the

Civil Service Employees Association, Inc., Local 1000, American Federation of State,
County and Municipal Employees AFL-CIO, North Country Community College Unit 6810,
Essex County Local 816

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DEFINITIONS

- Area Supervisor - shall include the Executive Assistant to the President; Vice President of Enrollment and Student Services, Vice President of Academic Affairs, Vice President of Fiscal Operations/Chief Financial Officer and Vice President of Organizational Effectiveness and Technology Solutions.
- Association - shall mean the Civil Service Employees Association, Inc. (CSEA), Local 1000, American Federation of State, County and Municipal Employees AFL-CIO, North Country Community College Unit 6810, Essex County Local 816.
- Board – shall mean the North Country Community College Board of Trustees.
- Counties - shall mean the Essex County Board of Supervisors and Franklin County Legislature.
- Employee - shall mean a member of the bargaining unit.
- College - shall mean North Country Community College (College).
- Regularly Scheduled Part-time Employee – shall mean a part-time employee who is scheduled to work at least ten (10) hours per week on a regular basis but not more than twenty-five (25) hours per week.
- Unit- shall mean the North Country Community College Unit (Unit 6810) of CSEA.

ARTICLE I - Requirement of Legislative Action.

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

ARTICLE II - Savings Clause.

This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America; provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect and, in such instances, the parties agree to negotiate a replacement thereof.

ARTICLE III - Management Rights.

The Counties, the Board and the Administration of the College, hereby retain and reserve all rights, power, authority, duty and responsibility conferred by the Laws and Constitution of the State of New York, its agencies or subdivisions, and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility and the adoption of such rules, regulations and policies, as are deemed necessary will, as they apply to employees represented by the Association, be limited only by the specific and express terms of this Agreement and the provisions of the Taylor Law.

ARTICLE IV – Association Recognition/Status.

- 4.1 a) The College recognizes the Association as the lawfully designated exclusive representative of all full-time and regularly scheduled part-time employees of the College for the purpose of collective negotiations and the processing of grievances in a unit composed of Administrative Aide, Senior Maintenance Worker, Custodian, Head Custodian, Cleaner, Laborer, Senior Account Clerk, Senior Library Clerk, Senior Typist, Account Clerk/Typist, Account Clerk, Typist, Telephone Operator, Clerk, Data Entry Machine Operator, Help Desk Technician, Micro Computer Operator, Principal Account Clerk, Audio/Visual Aide, Building Maintenance Worker, Building Maintenance Worker I, Building Maintenance Foreman and excluding all others of the same or comparable title or function as specified above working less than ten (10) hours per week on a regular basis and excluding all other employees including Administrators and Faculty. Such recognition shall extend to the maximum period permitted by law.
- b) Additional titles that are created by the College which are appropriate and have a community of interest in this bargaining unit shall be included in the bargaining unit by mutual agreement of the parties.

- c) The College shall provide timely written notices of all new hires in the bargaining unit. Notification of either shall be within a two-week time frame. In addition, the President of the CSEA Unit shall be notified of newly created Civil Service positions.
- 4.2 Dues Deduction. The College agrees to deduct from the salaries of its employees Association dues, as said employees individually and voluntarily authorize, and to transmit said monies promptly to the Association.
- 4.3 The Association shall be accorded the benefit of the "Agency Shop" legislation enacted by the 1976-77 Legislatures of the State of New York as may heretofore and hereafter be amended. The Association indemnifies and holds harmless the College, its agents, representatives and/or its designees against any and all claims, costs, suits, or other forms of liability and all court costs arising as a result of deductions taken out by the College in accordance with the terms of this Agreement.
- 4.4 The total annual membership dues and agency fees for the Association shall be deducted bi-weekly in equal installments.
- 4.5 The College shall, monthly, transmit the dues and agency fees deducted to the Association.
- 4.6 An employee may withdraw his/her authorization at any time by written notice to the College with a copy to the Association at least two (2) weeks prior to the effective pay period.
- 4.7 Payroll Deduction. Employees may, in writing, authorize payroll deductions for the purchase of U.S. Savings Bonds, tax deferred annuities, credit union and IRA's, where applicable and other Association authorized deductions all subject to computer capacity. U.S. Savings Bond deductions shall be in exact bond denominations.
- 4.8 Board Minutes. The President of the Unit will be provided with one (1) copy of approved minutes of official Board meetings as soon as possible after such meeting.
- 4.9 College/Association Relations.
- a) Labor Management meetings shall be held at the request of either the President of the Unit, or the President of the College, at a mutually agreed time and location; each party may choose two (2) additional representatives.
- b) Clarification of administrative matters arising from Labor/Management meetings shall be reduced to writing by the College and submitted to CSEA.
- 4.10 Availability of Budgetary and Statistical Information. The College, upon request of the President of the Unit, will provide the President of the Unit with relevant data for use in negotiations and will make available such public records, data and information

requested by the President of the Unit relevant to the negotiations. As soon as available, the College will provide the President of the Unit with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The College will also make available to the President of the Unit, for inspection, all public records, data, and information.

4.11 Organizational Leave. Time off with pay shall be granted by his/her immediate supervisor, to the appointed Unit representatives, to attend official Association off-campus functions; however, not more than two (2) employees shall be granted time off at any one time with the total of four (4) employee days per year for each of the two employees. Written notification will be presented to his/her immediate supervisor by the President of the Unit five (5) business days in advance of the date the leave is to commence.

4.12 Reciprocal Rights.

- a) The College recognizes the right of employees to designate Unit and/or Association representatives to appear on their behalf to discuss salaries, working conditions, benefits, grievances and disputes as to terms and conditions of this contract.
- b) The parties shall administer their respective obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or union affiliation.
- c) The Unit shall have the right to post notices and other communications on the mutually agreed, specified bulletin boards maintained on the premises of the College. Officers and agents of the Association shall have the right to visit the College's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement with twenty-four (24) hour notice by phone or in writing to the President of the College or her/his designee.
- d) Employees must conduct Association and/or Unit business on their own personal time. However, the President or her/his designee of the Association shall be granted reasonable time when necessary during working hours to investigate and process grievances. Time at grievance hearings scheduled during working hours will not be deducted from employees' pay.
- e) Employees shall be allowed time off from their jobs for attendance at local Association business meetings for a period of time not to exceed one-half (1/2) hour every other month.
- f) Employees will be allowed to examine their personnel file and any public record pertaining to their own personnel history and employment. Said

employees shall have the right to have their Association representative present at such review.

- g) Employees shall be provided with an official job description of their position.
- h) Association representatives have the right to represent any employee(s) before the appropriate body involving the employee(s) grade allocation, if requested.
- i) Civil Service examinations will be advertised in advance and copies of each exam notice will be placed on specified bulletin boards.
- j) The Association, if requested, shall have the right to represent its members under the Grievance Procedure herein, in accordance with the Civil Service Law and the rules and regulations of North Country Community College.
- k) Association meetings and/or business may be held on College premises and on College time if and when space is available and with the permission of the President of the College or her/his designee. A minimum of twenty-four (24) hours prior notice will be given to the appropriate Area Supervisor. The Association may be required to pay for extra costs incurred as a result of using College facilities for Association business (i.e. copies, telephone, etc.).
- l) The probationary period shall be twenty-six (26) weeks for all employees.
- m) Time off with pay shall be granted to any employee wishing to attend College governance meetings or any member of an all-college committee for attendance at committee meetings, each with prior approval.
- n) Normally, employees will receive a written evaluation from their immediate supervisor in January of each year or as soon thereafter as administratively feasible. Self-evaluations are optional for the employees.
- o) Joint conferences between authorized committees of the Association and appropriate management representatives may be held at any time by mutual agreement.

4.13 Educational Opportunities for Family of Bargaining Unit Members.

- a) Tuition Free Benefits will extend to NYS residents who are family members of full-time bargaining unit employees for not more than a total of (thirty 30) credit hours or non-credit hour equivalents each year on a space available basis. Any and all courses must be taken at times that do not conflict with the employee's responsibilities unless approved by the College.
- b) Non-NYS family members may attend at 50% tuition discount. Reasonable proof of relationship is required.

- c) Family member shall be defined to include the following persons.
 - Children and Grand Children
 - Spouse & Domestic Partner as defined by NYS
 - Parents
 - Grand Parents
 - Brothers & Sisters
 - Aunts & Uncles
 - Nieces & Nephews
- d) Family members must pay College fees, new student fees, and student activity fees. These fees will be waived for employees only.
- e) All students are responsible for their books and course specific fees.

4.14 Bargaining Unit Members Enrollment in College Coursework.

- (a) Upon recommendation of an employee's immediate supervisor and with the approval of the appropriate Area Supervisor, any and all coursework taken during the employee's workday must be charged to the employee's accrued vacation, personal or compensatory time or with an approved plan to "make-up" such time. Such "make-up" time request or accrual usage is to be submitted along with the employee's coursework enrollment request on a form mutually agreeable to CSEA and the College.
- (b) Procedures established for bargaining unit members to take job related BOCES courses, with the approval of the appropriate Area Supervisor or her/his designee, shall continue.
- (c) Employees must have approval of their Area Supervisor and the President prior to enrollment into BOCES coursework.
- (d) If a need is established for a bargaining unit member to attend a BOCES course for training, and the College does not offer such training and it is to the benefit of the College that said staff receives this training the College will pay for the required course(s). However, the employee must also comply with the requirements outlined in "CSEA Staff Enrollment in College Coursework."
- (e) The College will not unduly withhold approval of an employee's request.

- 4.15 The Association affirms that it does not assert the right to strike against the College, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such strike.

- 4.16 The College will print and CSEA will distribute copies of this Agreement to the employees in the bargaining unit.

ARTICLE V – Seniority.

- 5.1 a) Seniority shall be measured from the last date of hire as a full-time employee (excluding leaves of absence, layoff periods of less than two (2) years, and/or change in employment status from full-time to part-time or vice versa). A seniority list within title shall determine layoffs and recalls to work.
- b) Seniority shall be given consideration when filling or promoting in non-competitive and labor class positions provided the person is qualified to perform the duties of the position. If, in the judgment of the College, two or more employees seeking to fill the position are equally fit to fill the position, seniority shall prevail.
- 5.2 An employee who is laid off due to job abolishment may displace a less senior employee in the same title or retreat to an existing title for which he/she is qualified within the same department occupied by a less senior employee. Such “bump” and retreat right shall be in the same department in which the laid off employee was employed.
- 5.3 When an employee self terminates his/her employment, consideration will be given to applicants who are members of the bargaining unit and qualified for the position before the position is offered to outside persons. Such transfer is subject to approval by the appropriate Area Supervisor or her/his designee.

The College agrees to notify members of the bargaining unit when a vacancy occurs and the College intends on filling the position.

ARTICLE VI - Work Day and Work Week and Overtime.

- 6.1 Full-time clerical employees shall work a seven and one-half (7½) hour workday with one-half (½) hour for lunch; the workweek shall be thirty-seven and one-half (37½) hours. The work day for full-time custodial and maintenance employees shall be eight (8) hours exclusive of one-half (½) hour for lunch; the workweek shall be forty (40) hours.
- 6.2 For graduation and registration days, the College shall request employees on a voluntary basis who wish to work. Employees shall be selected based upon seniority. If there is an insufficient number of employees on the voluntary list, qualified employees may be assigned in an inverse order of seniority. Employees shall be paid at the applicable rate.
- 6.3 During the months of June, July and August, full-time clerical employees shall work a six and one-half (6½) hour day. However, the College has the right to assign such

employees to work a seven and one-half (7½) hour day between June 1 and June 15, inclusive of both dates and between August 1 and August 31, inclusive of both dates. Employees so assigned shall be paid at their straight hourly rate for all time worked in excess of six and one-half (6½) hours per day.

6.4 a) All hours worked beyond forty (40) hours per week shall be paid at one and one-half (1½) times the employee's regular hourly rate or awarded at one and one-half (1½) hours for each hour worked over forty (40) hours and must have the approval of the employee's immediate supervisor and/or appropriate Area Supervisor or her/his designee.

b) Compensatory time must be taken within the following two (2) pay periods unless otherwise agreed by both the employee and immediate supervisor. No employee's hours of work shall be altered to avoid payment of overtime.

6.5 The College has the right to change the regular work schedule on seven (7) days' notice to the employee involved provided that the change is not intended to avoid overtime.

6.6 Emergency overtime and prescheduled overtime shall be offered to employees as follows and shall be based upon seniority at a specific campus and seniority by department, which shall be defined as follows: library, clerical and maintenance. Employees wishing to volunteer for overtime shall submit their names to the appropriate department head. Overtime shall initially be offered to the most senior qualified employee at the specific campus and in the specific department. If there are an insufficient number of volunteers, qualified employees shall be mandated to work overtime by inverse order of seniority (least senior first). This provision shall not apply where it is necessary to extend the work day of employees to complete a work assignment.

Employees who are called in to emergency overtime after they have left the work site shall be paid a minimum of 2 hours at the applicable rate.

6.7 Employees working a shift other than the day shift will earn an additional sixty (60) cents per hour. An employee whose shift extends beyond 4:30 p.m. will be paid an additional sixty (60) cents per hour for the time worked after 4:30 p.m.

ARTICLE VII - Holidays.

7.1 Full-time employees shall receive the following paid holidays per year:

New Year's Day	Thanksgiving Day
Memorial Day	Thanksgiving Friday
July 4th (Independence Day)	Christmas Day
Labor Day	Good Friday

In addition to the foregoing holidays, each employee shall have four (4) floating holidays to be taken prior to August 31 of the year of entitlement. Two of the four floating holidays will be taken on days set by the College. College to provide notice prior to September 15 of each year.

- 7.2 Part-time employees working in excess of twenty-five (25) hours per week shall receive those of the above holidays on which they are scheduled to work.
- 7.3 Holidays which fall on Saturday shall be observed the preceding Friday and shall be considered non-working days. Holidays which fall on Sunday shall be observed the following Monday and shall be considered non-working days.
- 7.4 The foregoing regulations shall not be construed as preventing the College from granting employees additional days off with pay.
- 7.5 Employees required to work on any of the above holidays shall be allowed to take another day off in lieu thereof.

For employees with alternative work schedules other than another than the traditional Monday thru Friday, when a holiday occurs on the employee's regularly scheduled day off, the employee will be entitled to another day off in lieu thereof of the contractual holiday.

Days off will be taken within sixty (60) days by mutual agreement with the department supervisor and will not be unreasonably denied. Days not taken within the sixty (60) days will be paid in the next payroll following the end of the sixty (60) day period.

ARTICLE VIII - Vacations.

- 8.1 Vacation Days are credited on September 1, however they are earned on a pro-rata basis throughout the year. If an employee terminates employment during the year, any vacation that has been used but not earned will be charged to the employee and he/she will be required to pay the college back for that unearned vacation which he/she has used.
- 8.2 All full-time employees shall have their vacation time calculated in accordance with the following schedule:

Date of Hire through 3 years of Service	12 days annual vacation
After 3 years of service	13 days annual vacation
After 4 years of service	14 days annual vacation
After 5 years of service	15 days annual vacation
After 8 years of service	17 days annual vacation
After 10 years of service	18 days annual vacation
After 15 years of service	20 days annual vacation

After 20 years of service 24 days annual vacation

- 8.3 Vacation days may not be used until six (6) months' service time has elapsed. Credits will accrue during that time.
- 8.4 Holidays which fall during an employee's vacation period shall not be considered a used vacation day.
- 8.5 No employee can carry more than twenty (20) days vacation credit from one contract year to the next.
- 8.6 All part-time employees regularly scheduled to work over twenty-five (25) hours per week will accumulate vacation leave on a pro rata basis with full-time employees.
- 8.7 All vacations will be approved by the immediate supervisor and the appropriate Area Supervisor or her/his designee. Vacation requests shall be considered for approval within ten (10) working days of request. Departmental seniority shall prevail in vacation request conflicts provided that the request for the vacation was submitted prior to March 15.
- 8.8 At time of severance, an employee will be paid accumulated vacation leave on a pro-rata basis. Time carried over from the previous year shall be included up to the contract limits.
- 8.9 Should an employee not use his/her vacation in the year in which it was earned, said employee may carry over that unused vacation to the next year only under the following conditions:
- a) the employee made good faith efforts to use his/her vacation;
 - b) the use of his/her vacation was denied;
 - c) the President of the College shall have the discretion to determine if the conditions of a) and b) were met and shall have the discretion to approve the carry-over of said vacation;
 - d) said vacation which was carried over must be used within the year which it was carried over to. If not, that vacation which was carried over will be forfeited;
- 8.10 EMERGENCY LEAVE DONATION – The College recognizes that catastrophic events may arise whereby the employee has no available leave time to use. In such cases, said employee shall be eligible to receive a “donation” of leave time from other members of the bargaining unit under the following conditions:
- a) this provision shall only be available for bona fide emergencies;

- b) the affected employee has exhausted all other leave time available to him/her including the benefits of the sick leave bank, if applicable;
- c) the affected employee may receive up to a total of fifteen (15) donated days annually from other members of the bargaining unit;
- d) employees may donate only accumulated vacation time and/or floating holidays (only the 2 floating holidays that said employee can choose when to take);
- e) the Unit shall be responsible for application to and tentative approval of emergency leave donation;
- f) once the affected employee has received tentative approval for emergency leave donation, the Association shall provide the Area Supervisor with verification of the tentative approval. Said verification shall be in writing and shall include: 1) the signatures of the employees involved; 2) the signature of Association representative providing tentative approval; 3) the total amount of leave time the affected employee is receiving (not to exceed 15 days annually); 4) the names of employee(s) donating leave time and the respective amounts donated.
- g) once the Area Supervisor has received the information in f) above, s/he will provide the final approval unless s/he determines that one or more of the criteria listed above was not met.

ARTICLE IX - Leaves of Absence.

- 9.1 **SICK LEAVE** - The sole purpose of this provision is to provide sick leave for those employees who suffer from a personal illness, exposure to contagious disease, other health oriented reasons, and/or injury and are unable to perform their job function except that sick leave may be utilized for illness, injury and/or doctor and dental appointments in an employee's immediate family, and attendance upon members of the immediate family whose illness requires the care of said employee. An employee who claims sick leave under false pretenses or abuses this provision may be subject to immediate disciplinary action.
- 9.2 Full-time employees hired prior to September 1, 1989 shall be entitled to seventeen (17) sick days per year, three (3) personal days and four (4) bereavement leave days. Full-time employees hired after September 1, 1989 will receive thirteen (13) sick days per year, three (3) personal leave days and four (4) bereavement leave days; sick leave is earned monthly; such earnings to have 185 days accumulation.
- 9.3 When an employee finds it necessary to absent himself/herself, he/she shall notify his/her immediate supervisor at least one (1) hour before the start of work on the first day of the absence and every day of absence thereafter.

- 9.4 When an employee is absent from work because of sickness or disability for five (5) consecutive or twelve (12) or more work days in the aggregate per budget year, a physician's certificate verifying the employee's ability to work or an examination of other acceptable medical evidence for any absence will be required. If a doctor's examination is called for, costs not covered by health insurance shall be paid by the College provided the results establish a bona fide illness or disability.

When necessary, the College may require an employee be examined by a physician designated by the College at its cost.

Where an employee has demonstrated a pattern use of sick leave, the employee shall be counseled by the supervisor and/or department head, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each future absence. At the end of six (6) months, if the pattern ceases, as determined by the Department Head, the employee shall be notified in writing, with a copy to the Unit President, whether or not the requirement shall be continued. During the period that the employee is required to bring in a note, if the employee fails to bring in a note within two (2) working days of absence, the employee shall not be paid for the day.

- 9.5 Sick leave shall be prorated for part-time employees regularly scheduled to work over twenty-five (25) hours per week.

- 9.6 PERSONAL LEAVE - The purpose for personal leave is to provide full-time employees with time off for conducting personal matters that could not otherwise be conducted outside normal work hours. Examples of proper use would be for important family matters, conducting personal legal affairs, and conducting personal business affairs that cannot be reasonably scheduled outside normal working hours. An employee may be given up to three (3) days personal leave without loss of pay, upon approval of his/her immediate supervisor and the appropriate Area Supervisor or her/his designee, except in cases of emergency requiring the employee's presence, and will not be granted if such absence will interfere with the proper conduct of college business necessitating the presence of the employee. Approval will not be unreasonably withheld. Said personal leave shall be, when possible, applied for at least twenty-four (24) hours in advance and may not be used as vacation days. Any abuse of this principle may result in disciplinary action. Personal leave may be used in half-day units. A record of such personal leave shall be filed with the Business Office. No notice from the College or any other source will be given to employees to the effect that "X" number of personal days are left to take or they will be lost. An employee who claims personal days under false pretenses may be subject to immediate disciplinary action. An employee's unused personal leave will be converted to sick leave at the end of each fiscal year.

- 9.7 OFF THE JOB DISABILITY LEAVE - Any employee who is absent due to disability shall be allowed to utilize sick leave credits. Off-the-Job- Disability leave shall be that period of time from the date that the employee is no longer capable of performing his/her regular duties due to an Off-the Job disability and terminates on the date that it

is determined by credible medical documentation that the employee is capable of returning to work to perform his/her normal job duties. Once an employee has been absent due to a disability hereunder for five consecutive days, Section 73 of the Civil Service Law shall apply with regard to tolling of time as provided in its Rules and Regulations.

9.8 The College shall notify members of the bargaining unit with their current leave accruals. Said accruals will be reflected on pay stubs.

9.9 SICK LEAVE BANK -Each full-time employee may contribute three (3) days from his/her sick leave accumulation reserve, each of the first three (3) years of service. These days will be placed in a "Sick Leave Bank" which shall be established to aid participating full-time employees who suffer prolonged illness or where there is an illness and/or injury in the employee's immediate family which requires the attendance of the employee and whose sick leave accumulation has been exhausted. If an employee is unable to contribute three (3) sick leave days at the completion of any year of service, he/she may contribute to the Bank when he/she accumulates three (3) days sick leave.

9.10 An employee with one or more year's service at the College, who has contributed to the Bank, may be permitted, upon written application and presentation of a doctor's certificate to the Sick Leave Bank Committee, to draw up to fifteen (15) working days for each completed year of employment, after his/her own accumulation of sick leave days has been exhausted, but only for illness or accident of a prolonged nature, and in situations where a member of the employee's immediate family suffers from an illness and/or injury which requires the employee's attendance as provided in the preceding paragraphs. A member may draw additional sick leave days upon special action of the Sick Leave Bank Committee. Such action may permit the employee to draw an additional fifteen (15) working days for each completed year of employment to a maximum withdrawal (initial and special action) of one hundred twenty (120) days. When a member has repaid the Bank, according to the Sick Leave Bank rules, he/she will be eligible to draw additional sick leave days from the Bank.

9.11 Days used from the Sick Leave Bank will be replaced by the borrower at the rate of three (3) days for every five (5) days granted, payable at the rate of one (1) working day per month, twelve (12) working days per year as his/her reserve allows. The Sick Leave Bank Committee will keep a record of days accumulated, borrowed and returned.

9.12 A committee for the administration of the Sick Leave Bank will be selected by the Association. All Sick Leave Bank applications shall be submitted to this Committee with an attached and signed doctor's certificate. The Committee will consist of the President of the College or her/his designee and four (4) members, plus the President of the Association, with an alternate to serve in case one of the members of the original Committee should make application to this Bank.

- 9.13 This Sick Leave Bank shall be reviewed by the Sick Leave Bank Committee each October, with reports and recommendations made to the Association and the College for their consideration.
- 9.14 a) An employee's contributed sick leave days may not be withdrawn upon termination of his/her Sick Leave Bank membership.
- b) An employee may cancel his/her membership in the Sick Leave Bank only at the September anniversary of the Sick Leave Bank. A Sick Leave Bank member may not cancel membership while in debt to the Bank. Any sick leave days he/she has contributed to the Sick Leave Bank will remain in the Bank. Any individual who has canceled or terminated his/her membership can rejoin at the September anniversary of the Sick Leave Bank, with approval of the Sick Leave Bank Committee.
- 9.15 All Decisions of the Sick leave Bank Committee are final and binding and not subject to the grievance procedure
- 9.16 LEAVE OF ABSENCE WITHOUT PAY- Full-time employees may apply for a leave of absence without pay, not to exceed one (1) year from the time of granting, after one (1) year of service, and upon at least two (2) weeks written notice to the appropriate Area Supervisor or her/his designee. The granting or denial of all leaves of absences, except as required by law, shall be at the discretion of the College Board of Trustees upon the recommendation of the President. The Board's determination shall be final on all parties. The denial of a leave of absence shall not be grievable. Under special circumstances, an employee may apply for up to six (6) months additional leave. An employee who makes a written request to return to work prior to the expiration date of his/her leave may return early at the discretion of the President of the College provided such approval shall not be deemed as a precedent.
- 9.17 Upon the expiration of such leave of absence, the employee shall be reinstated with the restoration of all benefits previously enjoyed, including salary.
- 9.18 COURT AND JURY LEAVE - Court and jury leave shall be authorized for any employee who receives official notice to report for jury duty or is subpoenaed. When in response to a subpoena or direction by proper authority, an employee appears as a witness for the Federal Government, the State of New York, or a political subdivision thereof, he/she shall be entitled to court and jury leave with pay for the period required. Fees from service on jury will be returned to the College. Mileage will be retained by the employee.
- 9.19 WORKERS' COMPENSATION
- a) The College shall continue to provide Worker's Compensation for all employees. Any employee injured while on duty as an employee of the College is required to file an accident report with the Office of Human Resources within three (3)

working days. Proper forms are available from the Office of Human Resources or the Human Resources website.

- b) Use of credited sick and/or vacation days may be used at the option of the employee. In such cases, the College will receive the worker's comp entitlement for approved days lost due to the injury or illness. Upon return to work, the employee shall have his/her sick time replenished based on the dollar amount of workers' comp entitlement. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Worker's Compensation insurance carrier by the employee's daily rate for compensation.
- c) The immediate supervisor must make a full incident report to the Office of Human Resources.
- d) A Workers' Compensation form available in the Office of Human Resources must be filled out by the injured employee and the employee's physician and forward it as soon as possible to the Office of Human Resources. Forms are also available on the College website.
- e) Employees must submit medical documentation that they are capable of returning to work to perform their essential functions of his or her job

ARTICLE X - Health and Life Insurance Plans.

- 10.1
 - a) Health Insurance contribution: Effective September 1, 2013, the College will contribute up to \$1,450.00 per month toward the premium cost of health insurance for covered employees.
 - b) Employees hired after December 13, 2010 shall contribute 8% towards the health insurance premiums except at no time shall an employee hired after December 13, 2010 pay less toward the premium cost of health insurance than a member of the bargaining unit employed prior to December 13, 2010. It is further understood that no employee hired prior to December 13, 2010 shall be required to pay more than 8% of the total premium cost during the term of this Agreement.
- 10.2 The College will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees may opt for:
 - a) The College will offer two types of plans for employees: (1) a participating provider plan (PPO) and (2) either a traditional Health Maintenance Organization (HMO) plan, or a Point of Service (POS) plan. Should the College decide to change plan(s), the new plan(s) must be comparable or better than the old plan(s).
 - b) The College agrees to notify members of the options available and costs of the premiums for the respective options. In addition, the College will notify the Unit President of renewal rates as soon as administratively feasible.

c) The College will also offer a full-flex Cafeteria Plan as allowed under Section 125 of the Internal Revenue Code (IRC) whereby employees may opt for:

(i) a Premium Conversion or Premium Only Plan (POP) which would allow those employees who pay for a portion of their health insurance to do so by having the money deducted from their paycheck with pre-tax dollars instead of after tax dollars;

(ii) a Flexible Spending Account (FSA) whereby employees could place pre-tax dollars into an account which would be used for qualified medical expenses (unreimbursed medical expenses) as allowed under Section 125 of the IRC (minimum of \$8.00 per month and maximum of \$250 per month);

(iii) a Dependent Care Account whereby employees can place pre-tax dollars into an account to pay for dependent day care as allowed under Section 125 of the IRC;

(iv) full buy-out whereby the College will offer \$750 annually for those who opt completely out of the individual benefit and \$1500 annually for those who opt completely out of the family benefit and no longer have health insurance coverage through the College (pro-rated for each month out). The payment for said benefit will be made to employees in the first full pay period in December.

10.3 The College and the Unit agree to create a Health Insurance Committee for the purpose of addressing problems with the continually increasing costs of health insurance premiums. The Committee shall consist of no more than three (3) representatives of the Unit, three representatives of the College, and three (3) representatives of the other bargaining unit, should the other bargaining unit wish to participate

10.4 Optional Contributory Term Life Insurance Plan. Each full-time employee hired prior to September 1, 1997 shall be entitled to join a group life insurance in which he/she agrees to pay the first fifty percent (50%) of the premium of a \$25,000 term life insurance policy. The College will pay the remaining fifty percent (50%). Each full-time employee hired prior to September 1, 1997 may elect to obtain up to \$50,000 more in life insurance for which the employee pays fifty percent (50%) of the premium. The College then pays fifty percent (50%) of the additional \$25,000 or \$50,000 term life insurance policy. The specific plan will be determined by the College.

Each full-time employee hired after September 1, 1997 may opt to join a group life insurance in which he/she agrees to pay one hundred percent (100%) of the premium. The specific plan will be determined by the College.

10.5 Insurance Coverage and Other Benefits for Employees on Leave.

- a) All full-time employees are to receive all insurance and retirement benefits during the entire twelve months of each year unless they resign, in which case the coverage will only be during the period of employment plus any grace period allowed for life and health insurance following the effective date of the resignation.
- b) Employees on leave without pay may continue their insurance coverage if the employees reimburse the College for the entire costs of the premium involved.

ARTICLE XI – Retirement.

- 11.1 Any employee appointed to a position in the classified Civil Service must join the New York State Employees Retirement System as a condition of employment. Application shall be filed within thirty (30) days of appointment.
- 11.2 College shall make available the following improved retirement plan:
 - 1/60th Non-Contributory Plan 75E; Section 41K and 341K-- World War II Service Credit (at the expense of the employee).
- 11.3 The College will make available to employees the right to opt for the benefits under 41-j of the Retirement and Social Security law which allows for additional service credit of up to one-hundred sixty-five (165) days of accumulated sick days.
- 11.4
 - a) Employees who retire during this agreement under the terms of Article 11.5, during their retirement shall have provided their then existing level of health insurance coverage of active employees, coordinated, however, with Medicare, toward the cost of which the retiree shall contribute fifty percent (50%) of the premium. The remaining cost to be borne by the College.
 - b) A retiring employee's health insurance shall be continued after retirement as set forth herein; however, it shall be discontinued if the retiring employee obtains health insurance coverage by way of other employment or other reasons.
- 11.5 Employees fifty (50) years of age or older with ten (10) or more years of service, both as of the date of retirement may, at their option, elect to retire upon the following terms and conditions:
 - a) Retirement shall be as of August 31 unless otherwise agreed to by the President of the College and the College Board of Trustees;
 - b) CSEA staff members wishing to retire will notify the College within a reasonable time frame but never less than one month prior to retirement date unless mutually agreed upon by the College and CSEA.

c) An employee electing retirement shall for each of the three (3) years following notice, receive the sum of Fifteen Hundred Dollars (\$1500) above base salary if continuing to be employed as retirement incentive compensation or as retirement compensation. When continuing to be employed, said sum shall be paid in fractional sums equal to the number of the employee's annual pay periods. If paid after retirement, said sum shall be paid in one payment annually during the month of January;

ARTICLE XII - Miscellaneous Provisions.

- 12.1 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. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Any individual arrangements, agreement or contract between the Board and the individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.
- 12.2 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be done contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 12.3 The College agrees to provide shirts, pants and jackets in accordance with existing practice.
- 12.4 Employees who use their own personal cars on approved official business shall be reimbursed at the maximum allowable IRS rate.
- 12.5 The College shall provide an overtime meal allowance to all employees of three dollars (\$3.00) for every block of three (3) hours of overtime worked where such work is continuous with the regular workday. Employees must submit a voucher and receipt to be entitled to such meal allowance.
- 12.6 Notice of Lay-Off, Reduction in Workforce or Hours

The College upon determining the need to lay-off CSEA staff in the non-competitive or labor classification, reduction in CSEA work-hours or retrench a CSEA position, shall provide fifteen calendar days written notice to any CSEA member subject to lay-off, reduced work-hours or position retrenchment. Such written notice shall also be provided at the same time to the CSEA unit president (a) the College will compensate the employee for the balance of their accrued vacation earned (b) tuition waivers for course work at NCCC will be allowed during the following semester.

- 12.7 The College shall offer a Group Long Term Disability Insurance plan through Teachers Insurance and Annuity Association of America (TIAA) or a comparable plan through another provider. The College shall pay the premiums for Long Term Disability Insurance for those full-time employees who opt for it.

ARTICLE XIII - Salary.

- 13.1 Members of the bargaining unit shall receive pay increases in accordance with the following:

a.) Full-Time Employees

Effective September 1, 2012 – 1.00% of bargaining unit aggregate salary as of August 2012 divided equally among full-time employees.

Effective September 1, 2013 – 1.50%

Effective September 1, 2014 – 1.50% of bargaining unit aggregate salary as of August 2014 divided equally among full-time employees.

Effective September 1, 2015 – 1.50%

b.) Part-Time Employees

Effective September 1, 2012 – \$0.15 per hour

Effective September 1, 2013 – \$0.15 per hour

Effective September 1, 2014 – \$0.20 per hour

Effective September 1, 2015 – \$0.20 per hour

Retroactive pay shall only be made to those employees who are on the payroll as of the date of ratification of the Agreement.

- 13.2 All hours worked over forty (40) hours in a workweek will be compensated at the rate of one and one-half times the regular rate of pay. Any hours worked between thirty-seven and one-half (37½) and forty (40) hours will be paid as straight time or awarded compensatory time within the pay period. All overtime must have prior approval of the appropriate Area Supervisor or his/her designee. All paid leave time will be counted as time worked.

- 13.3 All employees will be paid on alternate Fridays, unless such a day falls on a legal holiday, in which case, the payday will be the work day preceding.

- 13.4 For employees hired prior to September 1, 1997, longevity will be frozen at current levels with the exception of current employees with less than ten (10) years being entitled to earn the first level of longevity only (\$400.00) at their tenth (10th) year anniversary.

ARTICLE XIV - Renegotiation/Term.

- 14.1 This Agreement is the entire agreement between the parties and terminates all prior agreements and understandings, and concludes all collective negotiations during its term. In the event that either party wishes to enter into negotiations for a successor agreement, that party shall notify the other no later than April 1 prior to the expiration of the Agreement.
- 14.2 Except as may be otherwise provided herein, this Agreement and all provisions hereof shall become effective September 1, 2012 and shall terminate August 31, 2016.

ARTICLE XV – Discipline.

- 15.1 All non-probationary employees in the bargaining unit shall be accorded the same rights that competitive employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal, suspension and discipline except that adverse written documents such as counseling letters, written warning notices and written reprimands may only be challenged under the grievance procedure.
- 15.2 An employee who is terminated either voluntarily or involuntarily after being convicted of charges under Section 75 of the Civil Service Law or who resigns without providing at least two weeks prior notice in writing to his or her Area Supervisor shall not be entitled to compensation for benefits.

ARTICLE XVI – Grievance Procedure.

- 16.1 Rights of the parties.
- A. Rights of the Grievant:
1. The Grievant has the right of Association representation at all stages of this Procedure.
- B. Rights of the Unit/Association:
1. The Unit President shall receive a copy of any grievance, including materials, of any decision rendered pursuant to the grievance procedure.
 2. The Unit and/or Association may file a Class Action grievance.
- C. Mutual Rights:

Failure to abide by the timelines contained herein shall be deemed as a waiver of the grievance. Timelines may be extended only by mutual agreement and must be reduced to writing and signed by a representative of the Association and the College. It is understood that if the College fails to provide a timely response that the employee and/or Unit/Association, as appropriate, may proceed to the next level of the grievance procedure. In such cases, the timeline shall commence the day following the last day the College had to provide a response.

D. Definition of a Grievance:

A Grievance is any claimed violation, misinterpretation or inequitable application of a provision contained in this Agreement.

It is understood that this grievance procedure cannot be used for those provisions contained in this Agreement where it is expressly stated that the provision is not grievable.

16.2 GRIEVANCE PROCEDURE

Presentation.

STEP I: A. An employee who claims to have a grievance shall present said grievance to the appropriate Area Supervisor, in writing, within fourteen (14) working days after the aggrieved party knew or should have known of the events or conditions on which it is based. The fourteen (14) days will include weekend days worked for those employees scheduled to work weekends. Said written grievance shall identify the aggrieved party, the date of the occurrence of the grievance, an explanation of the facts relevant to the grievance, the provision of this Agreement alleged to have been violated, and a proposed remedy.

B. The Area Supervisor shall meet with the parties to resolve the grievance within five (5) working days. The Area Supervisor shall render a decision, in writing, within three (3) working days of the meeting. A copy of this decision will be sent to both the employee and his/her representative.

STEP II: If the aggrieved party is not satisfied with the decision at Step I, he/she may, within ten (10) working days, appeal the Step I decision to the President of the College or his/her designee. A hearing shall be held within ten (10) working days of the appeal, and a decision shall be rendered within five (5) working days of the hearing.

- STEP III:
- A. If the Association is not satisfied with the decision at Step II, and the Association determines that the grievance is meritorious, the Association may, within ten (10) working days after receiving the Step II decision, submit the grievance to arbitration pursuant to PERB's Rules of Procedure.
 - B. The selected arbitrator will schedule and hear the matter promptly. The arbitrator's decision will be in writing and will set forth his/her finding(s) of fact, reasoning and conclusions on the issue(s).
 - C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The Arbitrator shall be without power to add to, modify, or delete any provision contained in this Agreement.
 - D. The decision of the arbitrator shall be final and binding upon all parties.
 - E. The costs for the services of the arbitration including expenses, if any, will be borne equally by the College and the Association.

NORTH COUNTRY COMMUNITY COLLEGE.


CIVIL SERVICE EMPLOYEES ASSOCIATION.

Chairperson, Franklin County Board of Legislators

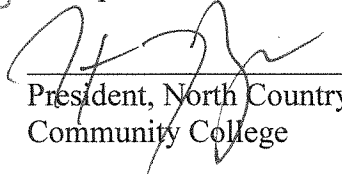
President

Chairperson, Essex County Board of Supervisors

CSEA Labor Relations Specialist

Acting 
 Chairperson, Board of Trustees

Member, Negotiating Team

 10/14/13
 President, North Country Community College

Member, Negotiating Team

Member, Negotiating Team

Member, Negotiating Team

Employee Number	12-13 Base Salary 0912	13-14 Base Salary 0912
2933	29,250	29,689
3040	29,602	30,046
2254	35,504	36,036
3406	22,276	22,610
1967	29,721	30,167
3081	24,672	25,042
2533	35,749	36,285
3282	22,934	23,278
1083	33,297	33,796
1026	35,504	36,036
1028	38,670	39,250
1031	35,024	35,549
1032	33,985	34,495
1038	34,455	34,972
3017	34,304	34,818
1061	32,778	33,270
3016	30,175	30,628
3437	55,352	56,182
3075	29,324	29,764
3395	34,304	34,818
2403	30,009	33,113
1075	33,822	34,329
1078	40,455	41,062
3228	33,822	34,329