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Agreement Between

**ADIRONDACK COMMUNITY COLLEGE
EDUCATIONAL SUPPORT PERSONNEL**

Representing

The Full-Time and Part-Time Employees of the College in the Classified Service

AND

**THE BOARD OF TRUSTEES
OF ADIRONDACK COMMUNITY COLLEGE**

RECEIVED

JUN 13 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

September 1, 2002-August 31, 2005

*In September 2002,
this covered
72 employees*

TABLE OF CONTENTS

ARTICLE I: PREAMBLE	1
ARTICLE II: RECOGNITION	3
ARTICLE III: DUES DEDUCTION	4
ARTICLE IV: GRIEVANCE PROCEDURE	4
A. Purpose	4
B. Definitions	4
C. Submission of Grievances	4
D. Grievance Procedure	5
E. Arbitration	5
ARTICLE V: CONDITIONS OF EMPLOYMENT	6
A. Work Week	6
B. Work Year	6
C. Part-time Hourly Employees	7
D. Optional Recess Work	7
E. Meal Allowance	7
F. Vacations	8
G. Holidays	8
H. Employee's Birthday & Anniversary Day	9
I. Sick Leave	10
J. Personal Leave	10
K. Bereavement Leave	10
L. Health Insurance	11
M. Dental Insurance	11
N. Long Term Disability	12
O. Life Insurance	12
P. Cancer Insurance Plan	12
Q. Sick Bank	12
R. Retirement	12
S. Jury Duty Compensation	12
T. Leaves of Absence	12
U. Tuition Waiver	13
V. Transcripts	13
ARTICLE VI: MISCELLANEOUS	13
A. Job Posting	13
B. Filling Vacant Positions with College Employees	14
C. Evaluation	14
D. Personnel File	14
E. Association Use of College Facilities for Conducting Association Business	14
F. Duties that May Endanger Employees' Health	14

ARTICLE VII: SALARY AND WAGES 15

- A. Effective Date 15
- B. Bi-Weekly Pay Schedule 15
- C. Job Titles and Grades 15
- D. Full-Time Twelve Month Employees Pay Schedule 17
- E. Hourly Employees Pay Schedule 17
- F. Minimum Annual Salary and Hourly Rate 18
- G. Overtime Pay 20
- H. Shift Differential 21
- I. Sunday & Holiday Work 21
- J. Call In 21
- K. Special Events 22

ARTICLE VIII: RETIREMENT INCENTIVE 22

Signatures 24

Grievance Form 25

ARTICLE I: Preamble

A. Under the provisions of Chapter 392 of the Laws of 1967 of the State of New York:

THIS AGREEMENT IS MADE AND ENTERED INTO ON MARCH 27, 2003 BY AND BETWEEN THE NEGOTIATING COMMITTEE OF THE BOARD OF TRUSTEES, REPRESENTING THE BOARDS OF SUPERVISORS OF WARREN AND WASHINGTON COUNTIES, AND THE NEGOTIATING COMMITTEE OF THE ASSOCIATION, THE RECOGNIZED REPRESENTATIVE OF THOSE EMPLOYEES IN THE CLASSIFIED SERVICE OF THE COLLEGE AS DEFINED IN SECTION B, BELOW.

This Agreement, subject to approval and ratification by

The Board of Trustees at the College,

The Unit of Employees,

The Board of Supervisors of Washington County, and

The Board of Supervisors of Warren County,

shall go into effect after ratification on September 1, 2002 and shall remain in effect until August 31, 2005 and shall continue in effect thereafter as long as mutually agreeable, in writing.

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

The Board, on its own and in behalf of the sponsoring Boards of Supervisors and the State University of New York, hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon it and vested in it by law and regulations, except as limited by the expressed terms of this Agreement.

No employees in this unit or the employee organization representing them or to which they belong shall engage in a strike and neither the unit nor the employee organization shall cause, instigate, encourage or condone a strike.

B. As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. "Unit" - All employees, both full-time and part-time, of the College in the classified service in the following categories:

SECRETARIAL, CLERICAL
AND SUPPORT POSITIONS

Academic Information Specialist
Account Clerk/Typist
Clerk
Community Relations Specialist
Computer Resource Assistant
Computer Technician
Computer Technology Assistant
Data Entry Machine Operator
Instructional Technology Assistant
Learning Center Assistant
Library Assistant
Messenger
Office Specialist
Physical Education Equipment Custodian
Principal Account Clerk
Principal Typist
Print Room Attendant
Recreation Attendant
Secretary
Secretary to Dean
Senior Account Clerk/Typist
Senior Computer Resource Assistant
Senior Library Assistant
Senior Stenographer
Senior Typist
Student Activities Clerk
Switchboard Operator/Receptionist/Typist
Typist

MAINTENANCE POSITIONS

Building Maintenance Mechanic
Building Maintenance Worker
Cleaner
Custodian
Groundskeeper
Head Custodian
Maintenance Worker
Night Foreman
Sr. Building Maintenance Worker
Senior Custodian
Supervisor of Maintenance
Utility Worker
Working Foreman

MEDIA POSITIONS

Audio Visual Aid
Audio Visual Services Technician
Media Services Repair Technician
Senior Audio Visual Technician

But, EXCLUDING those employees approved by PERB to be "confidential," the same being currently:

The Secretary to the President
The Administrative Assistant or Secretary to the Vice-President of Academic Affairs and Dean of the College
The two Administrative Assistants or Secretaries to the Vice-President for Student and Administrative Services
The Human Resources Assistant

And excluding any persons who would otherwise be included who are or may be

- a. employed in the secretarial, clerical and support positions listed above and who are employed for less than 15 hours a week,
 - or
 - b. employed in the maintenance positions listed above and who are employed for less than 25 hours a week.
2. "Association" - The Adirondack Community College Educational Support Personnel
 3. "Board" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties
 4. "College" - Adirondack Community College
 5. "Parties" - The Board of Trustees of Adirondack Community College representing the Boards of Supervisors of Warren and Washington Counties, and the Unit
 6. "President" - The President of Adirondack Community College
 7. "Supervisor" - The immediate supervisor of any person included in the Unit
 8. "Vice-President for Student and Administrative Services" - the Vice-President for Student and Administrative Services of Adirondack Community College

ARTICLE II: Recognition

The Board recognizes the rights of employees in this Unit to be represented by the Association for the purpose of negotiating collectively with the Board in the determination of terms and conditions of employment and the administration of grievances arising thereunder. This recognition shall continue until changed by vote of the Unit as provided by law.

The Board further recognizes that the Association shall have the exclusive right with respect to other employee organizations to represent all employees in this Unit in all proceedings under the Public Employees Fair Employment Act.

The Board further recognizes the right of any employee in the Unit to join or to refrain from joining the Association without reprisal from the Board or the Association.

ARTICLE III: Dues Deduction

- A. The Board agrees that the College shall deduct membership dues from wages and salary payments and shall forward such payments promptly to the Treasurer of the Association.
- B. Dues deductions shall be made in equal amounts based on the number of pay dates remaining up to and including June 30 of each year of this agreement and shall be remitted on or before the 10th of the month following the month in which the dues were collected.
- C. The Association warrants that it has established and will maintain a legally valid procedure providing for the refund to any staff member in the unit who demands the return of a portion of the agency fee deduction which represents the staff member's pro rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.
- D. The Association agrees to indemnify and hold the College harmless from and against any and all demands, claims, suits or other form of liability, including reasonable attorneys' fees, that may arise out of, or by reason of, any action taken by the College pursuant to the provisions of this Article.

ARTICLE IV: Grievance Procedure

A. Purpose:

It is the policy of the College and the Association to resolve all grievances informally and at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding. No informal resolution shall be contrary to the terms of the agreement and the Association shall be notified of all informal resolutions of a grievance.

B. Definitions:

A "grievance" is the complaint by an employee(s) of an alleged violation of any of the terms of this Agreement based on a specific incident concerning which there is a dispute with respect to the meaning and interpretation of a term, or provision thereof.

C. Submission of Grievances:

1. Before submission of a written grievance, the aggrieved party/parties must attempt, in good faith and on a face-to-face basis, to resolve it informally.
2. The grievance shall be submitted in writing and shall identify the aggrieved party/parties, the provision or provisions of this Agreement involved in the grievance, the time and place when the alleged event or condition constituting the grievance

occurred and (when known) the identity of the person responsible for the alleged violation. In addition, there shall be a statement by the aggrieved party/parties of the redress sought.

3. A grievance shall be deemed waived unless it is submitted within forty-five (45) calendar days after the aggrieved party/parties knew or should have known of the events or conditions on which it is based. The filing time shall not run during July and August for those employees who do not work during this period.
4. The aggrieved party/parties may submit the grievance or the Association may submit it on behalf of such party/parties in which event the party/parties shall sign the written grievance.
5. The grievance shall be submitted to the person responsible for decisions in the matter in which the alleged grievance occurred.

D. Grievance Procedure:

Step 1 The appropriate Vice-President shall receive the grievance, make such investigations formally or informally as he/she deems appropriate and submit a reply in writing to the party/parties delineating any procedures, commitments or actions which have been or will be taken in regard to the grievance.

Step 2 If the aggrieved party/parties is (are) not satisfied with the reply of the appropriate Vice-President or if no reply is received within fourteen (14) calendar days after written grievance is received, the grievance may be appealed to the President. In those cases for which the President is responsible, the grievance may be appealed to the Chairman of the Board of Trustees. The President or the Trustees (acting through a committee appointed by the Chairman) shall consult in writing or orally with those involved and shall submit in writing to the aggrieved party/parties and to the President of the Association a statement of the position of the President or the Board of Trustees, whichever is applicable.

Step 3 If the Association is not satisfied with the response from Step 2 above, or if no response is received within fourteen (14) calendar days following the receipt of the grievance as indicated in 2, it may, within fifteen (15) calendar days after receiving the final reply or after the time interval specified herein has elapsed, refer the grievance to arbitration. The procedures and methods prescribed by the American Arbitration Association for the selection of an arbitrator shall be used.

E. Arbitration:

1. The arbitrator shall have no power to add to or subtract from, modify or expand the provisions of this agreement in arriving at a decision; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her, its or their powers, as provided by law

and State or Federal binding regulations. The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor include in the decision observations or declarations of opinion not essential to the reaching of the decision.

2. Matters for which other means of resolution have been provided within this Agreement, or foreclosed either by this Agreement or by statute, statutory rule or State or Federal binding regulation shall not be considered a grievance.
3. The decision of the arbitrator shall be in writing with copies to both the President and the President of the Association and shall be signed by the arbitrator. The decision shall set forth the findings of fact and conclusions of the arbitrator upon which the decision is founded.
4. The decision of the arbitrator shall be final and binding upon all parties.
5. All fees and expenses of the arbitrator which may be involved in the arbitration proceeding shall be equally divided between the parties, except that each party shall bear the cost of preparing and presenting its own case.

ARTICLE V: Conditions of Employment

A. Work Week:

1. The normal work week for full-time twelve-month and full-time academic year employees in Secretarial, Clerical and Support positions shall be 37.5 hours per week.
2. The normal work week for full-time twelve-month and academic year employees in Maintenance and Media positions shall be 40 hours per week.

During the workday employees will be granted a regularly scheduled lunch break which can only be rescheduled by the employer with 24 hours notice. Without the latter notice, the lunch break can only be changed by mutual consent.

B. Work Year:

1. The work year for full-time twelve-month employees shall commence on September 1 and continue through August 31. Twelve-month employees will be paid on an annual salary basis.
2. The work year for full-time academic year employees shall be on a nine-month basis and shall commence and end on dates to be set by the Vice-President for Student and Administrative Services, normally not more than two weeks before and after the College's Fall semester starts or ends, or two weeks before and after the Spring semester starts or ends. An academic year employee will be paid on a hourly basis.

C. Part-time Hourly Employees:

1. Part-time hourly workers are those on the same twelve-month or academic work year and work week as full-time employees as defined in the Agreement (V:A,B) and who normally and consistently work the same pattern of days and daily hours, only fewer, as the full-time employees. The daily schedule is less than 7 1/2 hours for the Secretarial, Clerical and Support positions and less than 8 hours for the Maintenance and Media positions. Such employees shall be eligible for benefits (unless otherwise restricted, limited or specifically requiring full-time employment) similar to, and under the same conditions as, full-time academic year or twelve-month employees, whichever applies.
2. Benefits shall be provided in terms of the regular units of hours worked (Example: a regular 4-hour day person receives a 4-hour day birthday leave). Benefits which require longevity to qualify (example: tuition waiver) or other requirements (1000 regularly scheduled hours per year in his/her regular position for health insurance participation) retain these requirements.
3. If such a part-time employee becomes a full-time twelve-month or academic year employee, units of sick leave accumulated are converted to full-time units on a direct proration basis. Longevity for additional days of vacation when applicable, is determined by provision in the Agreement (V:F.3.).
4. If a nine-month employee becomes a twelve-month employee, he/she shall receive credit toward longevity for additional days of vacation on a pro-rata basis for such employee's continuous years of service.

D. Optional Recess Work:

When an opportunity is provided, on a voluntary basis, for unit employees to work outside their work year as defined in Article V:B.2., the employee shall be paid solely on the basis of time actually authorized and worked, except the employee may earn, based on time actually worked, one unit of sick leave, per month, each for June and July and August. Such time shall be granted at the end of each month provided at least 16 or more days are actually worked in that month. Sick leave so earned is added to the employee's sick leave accumulation, not to exceed 140 days for full-time academic year employees.

E. Meal Allowance:

A full-time employee covered under this Agreement who works through the regularly scheduled day and is assigned to work evening registration shall be granted a flat amount of \$7.50 for a meal allowance. Evening registration shall mean any registration which continues until 6:00pm or later. It is expected that the employee will break from work for a meal near the end of the day and then recommence work.

F. Vacations:

1. Each full-time twelve-month employee shall be granted twelve (12) working days vacation after one year of continuous service (When an employee is hired, employment on or before the 15th day of any month will count as a full month for vacation credit; when an employee leaves service, if the last day actually worked is on or before the 15th day of any month, such employment will not count as a full month for vacation credit.).
2. After one year service an employee may schedule vacation as earned.
3. Each twelve-month employee shall be granted vacation time in the month following the employee's anniversary according to the following schedule of full years of continuous employment:

<u>Full Years of Continuous Employment</u>	<u>Vacation Days (Units)</u>
5	13
6	14
7	16
8	17
9	18
10	19
11	20
12	20
13	21
14	22

4. The employee may not accumulate vacation days greater than the annual allotment plus five days (e.g. an employee with ten years service cannot accumulate more than twenty-four days).
5. When employees leave the employment of the College with less than one year of continuous service, they will not receive credit or be paid for any vacation time.

G. Holidays:

1. Twelve-month employees shall be granted twelve (12) holidays with no reduction in salary. The following are fixed:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Year's Day
 - e. Memorial Day
 - f. Independence Day

2. Full-time academic year employees shall be granted eleven (11) holidays with regular pay. The following are fixed:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day
 - d. New Year's Day
 - e. Memorial Day
3. When a part-time hourly employee is scheduled to work full-time for a period exceeding two work weeks, an employee will receive full pay for a holiday which occurs during the period of full-time work.
4. When a nine-month employee is scheduled to work in July, similar to a twelve month employee, the employee will be granted Independence Day.
5. When a part-time nine-month employee is scheduled to work on a holiday, the employee will be granted that holiday and will receive pay for the number of hours the employee was scheduled to work on that holiday.
6. Prior to the College establishing the holiday schedule for the succeeding fiscal year, the College will request input from the Association regarding the holiday schedule.

H. Employee's Birthday and Anniversary Day:

1. Employee's Birthday:

By mutual and prior agreement between the employee and his/her supervisor, each nine-month employee covered by this Agreement, working a regularly scheduled work week on an academic year basis, shall be granted one day (unit) off, without a reduction in pay, on his/her birthday. Although the employee is encouraged to take the day (unit) off on the birthday, the employee may be granted a day in lieu of the actual birthday within one year after the birthday occurs. A birthday leave not taken within a year of the birthday shall be forfeited.

2. Anniversary Day:

By mutual and prior agreement between the employee and his/her supervisor, each nine-month employee covered by this Agreement, working a regularly scheduled work week on an academic year basis, shall be granted one day (unit) off, without a reduction in pay, on the anniversary date of his/her initial continuous employment.

Although the employee is encouraged to take the day (unit) off on the anniversary date, the employee may be granted a day in lieu of the actual anniversary date within one year after the anniversary occurs. An anniversary leave not taken within a year of the anniversary shall be forfeited.

I. Sick Leave:

1. Twelve-month employees shall be granted fourteen days (units) of sick leave benefit at the beginning of each fiscal year for personal sickness, with any unused days cumulative to 180 days (units).
2. Academic year employees shall be granted ten and 1/2 days (units) of sick leave benefit at the beginning of each fiscal year for personal sickness, with any unused days cumulative to 140 days (units).
3. For employees who start employment after the beginning of the fiscal year, the benefit shall be pro rata, i.e. calculated by dividing the annual allotment of sick days (units) by 12 and multiplying the result by the number of months remaining in the fiscal or academic year as appropriate. This result is to be rounded to the nearest .25 (quarter) day (unit). Employment on or before the 15th of any month will count as a full month for this section.
4. A written statement from an attending physician may be required by the College for any illness of the employee which extends more than two (2) days.
5. Up to fourteen days (units) of sick leave may be converted for use in caring for an ill family member/s during the fiscal year. Any unused days will carry over as sick leave only.
6. Annual notice of accumulated sick leave shall be furnished to each employee covered by this agreement.

J. Personal Leave:

During each fiscal year, twelve-month employees can convert four days (units) of sick leave to personal leave. Academic year employees can convert three days (units) of sick leave to personal leave. Personal leave will be charged in the same manner as sick leave.

K. Bereavement Leave:

In the event of death in the immediate family, the employee will be eligible for up to three working days (units) with pay, if the employee is scheduled for work. (Usually, the day of the funeral would be the last day of bereavement leave.) Immediate family includes parents, spouse, child, sibling, father-in-law, mother-in-law, grandparent, grandchild, grandfather-in-law, grandmother-in-law or any relative or person residing in the immediate household of the employee. With the approval from one's immediate supervisor an employee shall be granted time to attend the wake and/or funeral services of a fellow employee or retiree.

L. Health Insurance:

The College will contribute toward health insurance premiums for employees scheduled to work at least 1000 hours per fiscal year.

As long as the Matrix plan is provided by Empire Blue Cross Blue Shield, the College will offer the Matrix health insurance plan to those employees who have enrolled in the plan prior to 10/31/02.

The College will contribute toward the monthly Matrix health insurance plan, as follows:

Individual	=	300.34
Two Person	=	720.76
Family	=	765.95

Effective November 1, 2002, there will be no new enrollees into the Matrix plan. If an employee who was enrolled in the Matrix plan prior to October 31, 2002 transfers from the Matrix plan, such employee will not be allowed to return to the Matrix plan.

An HMO Plan or equivalent, currently Empire Blue Choice and a PPO Plan or equivalent, currently Empire PPO, are available to College employees. The College will contribute toward the monthly health insurance premiums as follows:

	<u>HMO</u>			<u>PPO</u>		
	<u>Total</u>	<u>Employee</u>	<u>College</u>	<u>Total</u>	<u>Employee</u>	<u>College</u>
Individual	259.57	52.40	207.17	385.40	103.48	281.92
2 Person	509.50	110.20	399.30	950.52	275.58	674.94
Family	757.84	168.54	589.30	1027.09	310.10	716.99

During the period September 1, 2002 to August 31, 2005, the College shall pay one-half of any increase in the health insurance premiums over the rate effective September 1, 2002.

Each employee who elects health insurance coverage shall pay the balance of the health insurance premium by payroll deduction.

M. Dental Insurance:

The College will provide dental insurance as outlined in the Empire Blue Cross-Blue Shield proposal dated March 7, 1989, to eligible staff members. The College will contribute up to \$10.00 per month per staff member for individual coverage and up to \$24.00 per month for family coverage.

In selecting one of the available options during the first year of this provision, the College will choose the option which is the least costly to the employee who selects individual coverage. In subsequent years, the College may select any insurance carrier who provides the same level of coverage as obtained during the initial year of this benefit.

N. Long Term Disability

The College shall provide long term disability insurance for employees described in Article I.B.1 who meet the qualifications for health insurance at no cost to the employee. Insurance coverage will begin on the first day of the month following one year of service at the College.

O. Life Insurance

The College shall provide life insurance at a benefit level of two times the employee's current salary with a minimum benefit level of \$30,000.00 for employees described in ARTICLE I.B.1 who meet the qualifications for health insurance and are actively working at the College. Insurance coverage will begin on the first day of the month following one year of service at the College. Those employees on leaves of absence without pay shall not be covered by this insurance.

P. Cancer Insurance Plan

Effective as soon as appropriate arrangements can be made between the College and AFLAC, the College will make available to all employees an AFLAC Cancer Insurance Plan, or equivalent. If the employee satisfies the eligibility requirements for the Cancer Insurance Plan, the employee may elect to participate in the Cancer Insurance Plan, and the employee will pay the entire premium for such plan by payroll deduction.

Q. Sick Bank

Employees may participate in the College's Non-Academic Sick Bank. Employees do not participate in the New York State Disability Benefits program.

R. Retirement:

Retirement benefits shall be as required by law.

S. Jury Duty Compensation:

An employee selected for jury duty shall be excused from work without loss of pay at straight time, provided the employee complies with the provisions of this section. Upon receipt of the jury duty notice, the employee shall immediately notify the appropriate Vice President, or designee, of the scheduled jury duty dates.

Employees will report to work at the College on days when the employee is scheduled to work and the employee is excused from jury duty for that day or released before noon.

T. Leaves of Absence:

The President of the College may recommend to the Board of Trustees that members of the classified staff of the College, other than persons having temporary or provisional appointments, be granted leaves of absence, without salary or wages or other benefits. The Board, after receiving the recommendation of the President of the College, may grant such persons leaves of absence, without salary or wages or other benefits, for a period to be

specified by the Board. Applications for leaves of absence, without salary, shall be made to the President of the College. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration, and its value to the applicant or the College.

U. Tuition Waiver:

The following employees are eligible immediately for 1 FTE tuition waiver per academic year. The tuition referenced is the maximum of the amount of the in-state tuition.

Full-time twelve-month
Full-time academic year
Part-time twelve-month
Part-time academic year

After five years continuous service the employee is eligible for 2 FTE tuition waivers per academic year.

In the semester following one year of employment, the members of the employee's (referenced above) family (spouse and dependent children) are eligible for tuition waiver with the family member's waiver being reduced by financial aid (TAP, APTS, scholarships, etc.) applicable to tuition. The tuition waiver may be used by the employee, family members or shared by family members.

V. Transcripts

Transcripts will be provided to employees or family members (spouse and dependent children) free of charge.

ARTICLE VI: Miscellaneous

A. Job Posting:

1. Consideration shall be given to employees covered by this Agreement for any classified Civil Service position vacancy for which title no Civil Service list at the time is currently in force and for which they shall otherwise qualify.
2. An employee is not eligible for another job title until successfully completing a minimum of six months in the current job title.
3. In all cases, Civil Service rules shall prevail.
4. Written request by the interested employee for consideration shall be given to the Human Resources Office within one calendar week after posting.

B. Filling Vacant Positions with College Employees:

When an employee is transferred or hired for a vacant position, the College will make every effort to release the employee from his/her immediate position within twenty (20) working days.

C. Evaluation:

Employees will be evaluated on an annual basis during the Spring semester. Any employee whose last evaluation occurred within five months or less of the scheduled annual evaluation will not be evaluated.

An employee can request a meeting with his/her immediate supervisor for purposes of discussing and reviewing work performance and work related subjects once a semester for those on a nine-month work year and once every 6 months (starting September 1 of each year of this Agreement) for those on a twelve-month work year.

D. Personnel File:

An employee covered by this Agreement shall have reasonable access to review his/her own file other than pre-employment data of a confidential nature, upon request to and under the supervision of the Human Resources Office and shall have a reasonable opportunity to comment in writing, for insertion in the file, on any item in the file. There shall be no removal of any of the contents (except by mutual agreement) or of the file itself.

E. Association Use of College Facilities for Conducting Association Business:

1. The Association shall have the privilege of using appropriate and available College facilities at reasonable times for its meetings for the purpose of conducting Association business. A written request must be submitted to the Vice-President for Student and Administrative Services, for his/her approval, by noon on the Friday preceding the week (Monday through Sunday) in which the proposed meeting is to be held.
2. The Association may post notices of its activities and matters of concern to members of the Association on the bulletin board in the staff lounges.
3. Mailboxes for unit employees will be set up in Washington Hall.

F. Duties That May Endanger Employees' Health:

No bargaining unit employee shall be asked to search for bombs, remove asbestos or direct traffic on a public roadway unless the employee has received appropriate training or certification.

ARTICLE VII: Salary and Wages

A. Effective Date

Changes in salary rates, and the implementation of the fringe benefits of holidays and sick leave, shall be effective at the start of the College fiscal year, September 1 of each year of this Agreement. A change in wage rates for hourly employees covered by this Agreement shall be effective September 1st.

B. Bi-Weekly Pay Schedule

Salary and wages will be paid on a bi-weekly basis in accordance with the pay day schedule established by the College.

C. Job Titles and Grades:

SECRETARIAL, CLERICAL AND SUPPORT POSITIONS

Physical Education Equipment Custodian	1
Clerk	2
Recreation Attendant	2
Switchboard Operator/Receptionist/Typist	2
Typist	2
Data Entry Machine Operator	3
Messenger	3
Computer Resource Assistant	4
Learning Center Assistant	4
Library Assistant	4
Print Room Attendant	4
Senior Typist	4
Student Activities Clerk	4
Account Clerk/Typist	5
Secretary	5
Senior Stenographer	5
Community Relations Specialist	6
Office Specialist	6
Principal Typist	7
Academic Information Specialist	8
Computer Technology Assistant	8
Instructional Technology Assistant	8
Senior Account Clerk/Typist	8

Senior Library Assistant	8
Senior Computer Resource Assistant	8
Secretary to Dean	10
Principal Account Clerk	11
Computer Technician	12

MAINTENANCE POSITIONS

Cleaner	2
Custodian	3
Groundskeeper	3
Senior Custodian	4
Utility Worker	4
Head Custodian	5
Maintenance Worker	5
Night Foreman	5
Building Maintenance Worker	6
Working Foreman	6
Senior Building Maintenance Worker	8
Building Maintenance Mechanic	12
Supervisor of Maintenance	16

MEDIA POSITIONS

Audio Visual Aide	3
Audio Visual Service Technician	6
Senior Audio Visual Technician	7
Media Services Repair Technician	12

D. Full-Time Twelve Month Employees Pay Schedule:

The employee's salary will be calculated as follows:

1. With regards to wages, there shall be an adjustment of \$150 for each position in the first year of the agreement. The employee's base salary will be increased in each year of the agreement as follows:

2002-2003	3.00% + \$110
2003-2004	3.00% + \$205
2004-2005	3.00% + \$205

2. Employees shall receive a longevity increment at the commencement of the school year on September 1 after their respective anniversary date of employment as follows:

\$ 200 after 5 years
\$ 400 after 10 years
\$ 800 after 15 years
\$1,000 after 20 years

E. Hourly Employees Pay Schedule:

The employee's hourly rate will be calculated as follows:

1. With regards to wages, there shall be an adjustment of \$.08 per hour for each position in the first year of the agreement. The employee's hourly base rate will be increased in each year of the agreement as follows:

2002-2003	3.00% + \$.06
2003-2004	3.00% + \$.11
2004-2005	3.00% + \$.11

2. Employees shall receive a longevity increment at the commencement of the school year on September 1 after their respective anniversary date of employment as follows:

\$.10 after 5 years
\$.20 after 10 years
\$.41 after 15 years
\$.51 after 20 years

F. Minimum Annual Salary and Hourly Rate:

These schedules establish minimum rates for pay grades. When employees are promoted from one grade to another the promotional increase is based on the difference between the two grades.

1. Minimum Annual Salary - 37.5 Hour Work Week:

<u>Grade</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	\$18,779	\$19,547	\$20,339
2	\$19,330	\$20,115	\$20,923
3	\$19,739	\$20,536	\$21,357
4	\$20,721	\$21,548	\$22,399
5	\$21,584	\$22,437	\$23,315
6	\$22,568	\$23,450	\$24,359
7	\$23,887	\$24,808	\$25,757
8	\$24,415	\$25,352	\$26,318
9	\$25,806	\$26,786	\$27,794
10	\$26,861	\$27,872	\$28,913
11	\$27,293	\$28,317	\$29,371
12	\$27,701	\$28,737	\$29,804
13	\$28,613	\$29,677	\$30,772
14	\$29,307	\$30,392	\$31,508
15	\$30,171	\$31,281	\$32,424

2. Minimum Annual Salary - 40 Hour Work Week:

<u>Grade</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	\$19,960	\$20,764	\$21,592
2	\$20,550	\$21,372	\$22,218
3	\$20,983	\$21,817	\$22,677
4	\$22,033	\$22,898	\$23,790
5	\$22,954	\$23,848	\$24,768
6	\$24,004	\$24,929	\$25,882
7	\$25,409	\$26,376	\$27,372
8	\$25,972	\$26,956	\$27,970
9	\$27,455	\$28,484	\$29,544
10	\$28,581	\$29,644	\$30,738
11	\$29,042	\$30,118	\$31,226
12	\$29,477	\$30,567	\$31,689
13	\$30,448	\$31,566	\$32,718
14	\$31,190	\$32,331	\$33,506
15	\$32,111	\$33,279	\$34,483
16	\$32,570	\$33,753	\$34,970

3. Minimum Hourly Rate:

<u>Grade</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
1	\$ 9.63	\$10.03	\$10.44
2	\$ 9.92	\$10.32	\$10.74
3	\$10.13	\$10.55	\$10.97
4	\$10.63	\$11.06	\$11.50
5	\$11.06	\$11.50	\$11.96
6	\$11.58	\$12.03	\$12.50
7	\$12.24	\$12.72	\$13.21
8	\$12.52	\$13.01	\$13.51
9	\$13.24	\$13.75	\$14.27
10	\$13.78	\$14.30	\$14.84
11	\$14.00	\$14.53	\$15.07
12	\$14.20	\$14.74	\$15.29
13	\$14.69	\$15.24	\$15.80
14	\$15.04	\$15.60	\$16.18
15	\$15.48	\$16.05	\$16.65

G. Overtime Pay:

1. Full-time employees whose normal work week is less than 40 hours per week will receive compensatory time for any hours worked between 37 1/2 and 40 hours.
2. An employee who works over 40 hours per week will be paid at the rate of 1 1/2 of the hourly rate.
3. Supervisory personnel (Supervisor of Maintenance and Working Foreman) report attendance on a daily basis rather than on an hourly basis. There is no overtime pay for these positions.
4. Overtime is usually assigned to maintenance personnel on a function or need basis, i.e. maintenance person is required to stay late to complete a repair project. However, when the overtime work is not directly related to a maintenance employee's

usual assignments, such as College activities, employees will be assigned overtime on a rotating basis. The employee will find a substitute if the employee cannot work the overtime.

H. Shift Differential:

1. Any employee who is scheduled to work the evening shift usually between 3:00 p.m. and 11:30 p.m. will receive an additional \$.30 per hour premium for hours worked during this period.

Any employee who is scheduled to work the night shift between 11:00 p.m. and 7:30 a.m. will receive an additional \$.50 per hour premium for hours worked during this period.

If the employee is requested to begin work earlier than his/her usual starting time or work beyond the usual ending time, the employee will be entitled to receive premium pay for hours worked during the premium period.

2. The College has the right to assign an employee's schedule.

Before an employee is assigned to a shift longer than one week, the College will issue a request for qualified volunteers. In the event there is no volunteer or sufficient volunteers, the College will assign the schedule on a least seniority basis. The College will provide fifteen days notice to employees who are scheduled for a period longer than one week. The fifteen day notice will be waived for extenuating circumstances. Shift pay will be based on the period when the employee is scheduled to work.

3. When an employee is on vacation leave, the vacation pay will include shift differential based on the employee's usual assignment. When an employee is on approved leave such as sick leave, personal day or holiday, the employee will receive the shift differential which is applicable for that work week.
4. Supervising personnel (Supervisor of Maintenance and Working Foreman) will not receive additional compensation when assigned to evening or night shifts.

I. Sunday and Holiday Work:

Employees who are scheduled to work on Sundays or legal holidays shall receive double time compensation for hours worked. There will be no frivolous claims on double time because of quirks in the normal work schedule.

J. Call In:

When an employee is called in to work and the work does not extend or change the employee's work schedule, the employee will be paid for a minimum of three hours. This provision is effective upon ratification and approval of the agreement by all parties.

K. Special Events:

When an employee is assigned to work a special event and the employee is notified less than four hours before the special event that the employee is not needed to perform the work previously assigned or the event is canceled less than four hours before the special event, the employee will be paid for three hours.

ARTICLE VIII: Retirement Incentive

The College Administration will make recommendations to the Board of Trustees on early retirement incentive payments based on the following criteria:

The effect on the quality of the department

Demonstration that the total cost of the early retirement programs in any given year will be fully offset by the total savings to be realized in the first two years of early retirement, and

Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.

Requests for early retirement shall be submitted to the Vice-President for Student and Administrative Services on or before December 1 of the fiscal year preceding the intended fiscal year of early retirement. The Administration will respond to the request by the Friday following the March Board meeting.

- A. If an employee is granted a voluntary retirement incentive from Adirondack Community College, is at an age of at least fifty-five at the time of retirement, and has been employed at the college for fifteen years preceding retirement, the unit member may receive a lump sum payment of \$2,500 in September following retirement if the retirement is approved by the Board of Trustees and meets the criteria.

The total lump sum payments made to retirees within the provision of this section will be limited to a total of \$7,500 per year. Under extenuating circumstances, the administration, with the approval of the Board of Trustees, may approve incentives exceeding this amount. In addition to the lump sum payment, the college shall establish an annuity which will provide yearly income equal to \$1,000 per year, plus an additional \$50 per year for each year of service over ten years. This annuity shall begin the second year of retirement and will provide such income for up to six years.

In place of the annuity, a unit member may choose a lump sum payment equivalent to the purchase price of the annuity which will be paid the second retirement year.

Arrangements for the type of payment by the college to the retiree or designee or designated account shall be mutually agreed upon by the college and the retiree. In case of the death of the retiree before the completion of the negotiated payments, the college shall remunerate the retiree's designated beneficiaries or designated account.

The college shall continue payment of health insurance for the retiree for a maximum of seven (7) years or until the retiree reaches the age of sixty-five (65) or qualifies for Medicare or another equivalent replacement of Medicare. The retired employee may elect to maintain

personal health insurance after sixty-five (65) at the retiree's expense. The retired unit member may also maintain personal health insurance for dependents at the retiree's expense after retirement.

- B. In all cases referenced above the College will not make duplicate payments for health benefits if the retiree subsequently becomes employed in an environment where health insurance is provided as a benefit.

The agreement constitutes the document mutually arrived at by and between the Board of Trustees and the Association and before it can become effective, is subject to approval and ratification by the appropriate parties described herein.

The College Chief Negotiator

The Association Chief Negotiator

by *J. Lammot Fathall*

by *Mark Berberian*

The Board of Trustees

The Association

by *A. Allen*

by *George A. Moses*

County of Warren

by *William H. Thomas*
William H. Thomas, Chairman

County of Washington

by *Donald A. Cummings*
Donald A. Cummings, Chairman

APPROVED AS TO FORM

DATE: *4/1/73*

A. Wickes

Walter A. Wickes
Washington Co. Attorney

ADIRONDACK COMMUNITY COLLEGE

GRIEVANCE FORM

Grievant's Name:

Job Title:

Contract Provision(s) Alleged To Be Violated:

Time and Place Alleged Violation Occurred:

Names of Person(s) Responsible for the Alleged Violation:

Statement of Grievance Issue:

Remedy Desired:

Date:

Signed:

Grievant

TO: Charlie Coffin, President
Adirondack Community College Educational
Support Personal

FROM: Joseph B. Olson
Vice President for Student and Administrative
Services

RE: Early Retirement Incentive

Pursuant to the Agreement reached on November 1, 1999 between Adirondack Community College and the Adirondack Community College Educational Support Personnel, the following is an explanation of Article VIII: Retirement Incentive.

- A. To be eligible for early retirement, the employee must be between the ages of fifty-five and sixty-nine at the time of retirement, and have been employed at the College for fifteen (15) years preceding retirement. The level of benefits is explained under E below.
- B. Requests for early retirement must be submitted to the Vice President for Student and Administrative Services on or before December 1 prior to the fiscal year (September 1 through August 31) that the employee wants to retire. For example, if an employee wishes to retire anytime during the 2001-2002 fiscal year, that request must be submitted to the Vice President for Student and Administrative Services on or before December 1, 2000.
- C. The Board of Trustees takes action on the early retirement requests at its March meeting. The employee will know what action the Board has taken on the Friday following that March meeting.
- D. Approval of the early retirement request is based on the following criteria:
 - The effect on the quality of the department,
 - Demonstration that the total cost of the early retirement program in any given year will be fully offset by the total savings to be realized in the first two years of early retirement, and
 - Satisfactory evidence that the payments required by early retirement will not affect needed cash flow.
- E. Benefits:
 1. If the employee granted early retirement is between age fifty-five and sixty-two at the time of retirement:
 - a. The unit member will receive a lump sum of \$2,500 in the September following retirement.

- b. In addition, the College will establish an annuity which will provide income equal to \$1,000 per year plus an additional \$50 per year for each year of employment over ten (10) years. For example, if an employee had worked at the College twenty-one (21) years, the annuity would provide a yearly income of \$1,550 ($\$1000 + 11 \text{ years times } \50). This income begins in September of the second year of retirement, and continues for six (6) years.

In place of the annuity which provides income over six (6) years, a lump sum payment, which is equivalent to the purchase price of the annuity, may be chosen by the retiree. If this option is chosen, the lump sum will be paid in the second year of retirement.

- c. The College will pay for the retiree's health insurance (Individual Coverage) for a maximum of seven (7) years or until the retiree reaches age sixty-five (65) or qualifies for medicare. The retiree will pay the full cost of health insurance coverage for any dependants. After age sixty-five (65), the retiree is responsible for the full cost of health insurance.

The number of employees granted early retirement in this category is limited to three (3) per fiscal year. However, under extenuating circumstances, the Board may approve more.

2. If the employee granted early retirement is between age sixty-three (63) and sixty-nine (69) at the time of retirement:

- a. The College will establish an annuity which will provide income equal to \$1,000 per year plus an additional \$50 per year for each year of employment over ten (10) years. For example, if an employee had worked at the College for sixteen (16) years, the annuity would provide a yearly income of \$1,300 ($\$1,000 + 6 \text{ years times } \50). This income begins in the September following retirement, and continues for up to seven (7) years, but will stop when the retiree reaches age seventy (70).


In place of the annuity, a lump sum payment which is equivalent to the purchase price of the annuity may be chosen by the retiree.

- b. The College will pay for the retiree's health insurance (Individual Coverage) until the retiree reaches age sixty-five (65) or qualifies for medicare. The retiree will pay the full cost of health insurance coverage for any dependants. After age sixty-five (65), the retiree is responsible for the full cost of health insurance.

3. In both 1 and 2 above, if the retiree dies before the completion of the negotiated payments, the College will compensate the retiree's designated beneficiaries or designated account.

Also, if the retiree subsequently becomes employed where health insurance is provided as a benefit, the College will cease all health insurance payments.

TO: Charlie Coffin, President
Adirondack Community College Educational
Support Personnel

FROM: Joseph B. Olson 
Vice President for Student and Administrative Services

RE: Call In Pay Calculation

Pursuant to the Agreement reached on November 1, 1999 between Adirondack Community College and the Adirondack Community College Educational Support Personnel, the following is an explanation of how "call in" pay is calculated.

- A. When an employee is called into work and the work does not extend or change the employee's work schedule, the employee will be paid a minimum of three hours. Payment for this type of call in is calculated in the following manner.
If an employee is called in and the actual time worked is:
- less than two hours - the employee is paid for three hours at straight time.
 - two hours - the employee is paid three hours at straight time which is the equivalent of paying the employee two hours at time and a half.
 - more than two hours - the employee is paid the actual number of hours worked at time and a half
- B. When an employee is called into work, and the work extends the employee's work day, the employee will be paid time and a half for the actual additional hours worked.

In both cases above (A & B), the additional hours paid are predicated on the employee working, or being on paid leave (sick, personal, holiday, vacation, bereavement) for forty hours in the pay week the call in occurs.

