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GEN / 6703



AGREEMENT BETWEEN

JAMESTOWN COMMUNITY COLLEGE SERVICE
ASSOCIATION

AND

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD JAMESTOWN COMMUNITY COLLEGE

JUL 14 2009

ADMINISTRATION

SEPTEMBER 1, 2002 - AUGUST 31, 2005

CONTRACT EXTENDED
THRU 8/31/10

123



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1. AGREEMENT

This agreement is made and entered into between Jamestown Community College, hereinafter referred to as "Employer" and the Jamestown Community College Service Association, hereinafter referred to as the "Association."

2. RECOGNITION

The Employer recognizes the Association as the sole and exclusive representative for non-instructional employees employed by the College for collective bargaining negotiations with respect to the establishment of salaries, terms, and conditions of employment and the administration of grievances for the term of this Agreement. Non-instructional personnel excluded from this unit shall be the President, Deans, Associate Deans, Assistant Deans, Assistants to Deans, Assistant Controller, Executive Assistant to the President & Board of Directors, Assistant Director of Financial Aid, Athletic Coordinator, Director of Human Resources, Director of North County, Children's Center Director, Director of Admissions & Recruitment, Director, Computer Training Coordinator, Confidential Assistant-Personnel, Coordinator of Campus Life, Intramurals and Public Relations, Coordinator of Financial Aid/Assistant Director of Admissions, Director and Assistant Directors of Buildings and Grounds, Director and Assistants of Community Relations, Director and Assistants of Continuing Education, Director of Campus Life, Director of MIS, Director of Hardware, Director of Instructional Computing, Director of Community Cultural Center, Director of Development, Director of Health Center, Director of Intramurals, Director of SBDC, Director of Sponsored Programs/Academic Planning, Institutional Research Analyst, Workforce Development Specialist, Project Manager, Senior Project Manager, Programmer Analyst, Senior Programmer Analyst, Training Coordinator, all Faculty Student Association employees and positions covered by the Faculty Association. Any new supervisory position in which there is a bona fide and significant supervision of Association unit employees shall be excluded. Newly created non-supervisory professional positions which normally require at least bachelor degrees may be excluded from the unit. The College shall discuss newly created non-supervisory professional positions with the Association prior to a final determination of the unit status of the position. Disputes as to proper unit placement shall be submitted to expedited arbitration under the Rules of the American Arbitration Association. The cost of arbitration shall be equally shared. The College must establish that the alleged supervisory position in question will have a significant role in directing, evaluating, hiring, and terminating bargaining unit members.

All positions listed in the Appendix of the negotiated agreement and those positions listed in subsequent memoranda shall remain a part of the Jamestown Community College Service Association bargaining unit unless excluded through mutual agreement. The College may change the title of, expand the responsibility for and/or increase the educational requirements of existing unit positions. Such changes shall not affect unit placement of said positions unless said position is substantially changed.

3. INDIVIDUAL AGREEMENTS

Any individual agreement, arrangement, or contract with any individual member of the negotiating unit represented by the Association shall be subject to and consistent with the terms and conditions of this Agreement and this Agreement shall be controlling.

4. SAVINGS CLAUSE

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

In the event any provision(s) is determined to be illegal by a court of competent jurisdiction or by repeal of the enabling legislation, such portion shall be deemed a separate, distinct, and independent provision and such holding such portion shall not affect the validity of the remaining portions thereof.

5. MANAGEMENT RIGHTS

It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the College. Accordingly, the College retains all rights, except as they may be specifically modified by this Agreement, including, but not limited to, selection and direction of the working forces; to hire, discipline, reduce in rank or compensation, suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote or transfer; to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities and stations; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; except as may be otherwise specifically limited by this Agreement.

6. COMPLIANCE WITH LAW

The law governing this Agreement shall be the Public Employees Fair Employment Act, and such provisions of the Civil Service Law and the local policies and law of the Jamestown Community College which are not inconsistent with the said act and the Civil Service Law.

It is recommended that the need for continued and uninterrupted operation of the College departments is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Association pledges that the Association and its members will not engage in or encourage strikes, general slowdowns, mass resignation or mass absenteeism which the College can demonstrate to the Association caused interference with the normal work performance of the College.

7. PROGRESSIVE DISCIPLINE

Employees committing the following actions shall be warned in writing for a first offense, receive three (3) days suspension without pay for a second offense, and shall be terminated for a third offense:

- failure to follow proper safety procedures
- tardiness
- abuse of sick leave
- insubordination
- misuse of College property
- absence from worksite without permission
- discourteous treatment of the public or other employees
- threatening physical harm to any individual on campus.

Any employee committing a first offense in the above areas, who has no second offense within a thirty (30)-month period, will have the warning removed from their personnel file and again be considered eligible for first offender status. The employee shall be responsible for notifying the Personnel Office that the thirty (30)-month period has expired.

Employees committing the following actions will receive three (3) days suspension without pay and shall be terminated for a second offense if it occurs within three years of the first offense. This warning may be removed from the employee's personnel file if no second offense occurs and the employee may again be considered eligible for first offender status. The employee shall be responsible for notifying the Personnel Office that the thirty-six (36) month period has expired.

- neglect of duty
- drunkenness while on duty
- manufacturing, distributing, possessing, and/or using controlled drugs on any College-owned or controlled property
- destroying College property
- dishonesty resulting in harm to individuals or the College.

Employees who commit a second alcohol or drug use offense may avoid termination by agreeing to a rehabilitation program approved by the College. A subsequent offense following rehabilitation will result in termination.

Employees convicted of a drug-related offense committed on College-owned or controlled property must notify the College within five (5) days.

Employees committing the following actions shall be terminated:

- fraud in securing employment
- theft of College property
- conviction of a felony
- causing physical harm to any individual on campus except for just cause
- three (3) days absence without notice.

Documentation of any offense and a description of the actions taken shall be placed in the employee's personnel file. Employees who are using an excessive amount of sick leave may be required to provide a written doctor's certificate at the employee's expense in order to receive payment for the sick day in question.

Any and all actions taken against an employee shall be subject to the following Just Cause provision and/or appropriate provisions of the Civil Service Law:

"No employee shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed or denied continuous employment without just cause."

When an item concerning work performance, employee evaluation or discipline is placed in an employee's personnel folder, the employee shall be offered the opportunity to sign the item and shall be provided with a copy, and a copy shall be sent to JCCSA. The employee's signature shall indicate the employee has read the item and does not necessarily in any way indicate the employee agrees with the content thereof. If an employee refuses to sign the item, it shall be noted before being placed in the folder. The employee shall also have the right to attach a written response to any item in his/her personnel folder.

8. LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be established for the purpose of discussing matters of mutual concern, but not to include amendment of this agreement. The Committee shall consist of an equal number of labor and management representatives who shall meet at mutually agreeable times, subject to the call of either the labor or management co-chairperson of the Labor-Management Committee.

9. ASSOCIATION AND EMPLOYEE RIGHTS

9.1 The JCCSA and its representatives shall have the right to use appropriate space for its business meetings without charge.

9.2 Duly authorized representatives of the JCCSA shall be permitted to transact official Association business, to a reasonable degree, subject to approval from the office of administration, on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

9.3 The JCCSA shall have the right of reasonable use of College office machines and equipment at times when such equipment is not in use. Any out-of-pocket expense shall be paid by the Association.

9.4 The JCCSA shall have the right to post notices of its activities and matters of Association concern on instruction bulletin boards or in lounges and departments. The Association may use the campus mail service, mailboxes, and e-mail for communication to members.

9.5 The Employer agrees to furnish the JCCSA, in response to reasonable requests from time to time, all necessary information

for grievances or negotiations concerning the bargaining unit staffing and financial resources of the College, including:

- annual financial reports and audits
- register of bargaining unit personnel
- agendas and minutes of open Board meetings
- treasurer's reports
- names and addresses and position on salary schedule of all bargaining unit personnel
- such other information as will assist the JCCSA in processing any grievances or in negotiations.

Written requests for information should be made to the Personnel Office.

9.6 JCCSA members shall incur no loss in pay for administering this agreement to include such things as processing grievances, negotiating contracts and other items limited to the administration of this agreement.

9.7 Prior to any public notification when a permanent job vacancy exists within the unit, it shall be posted for four (4) working days. Posting will show the job title, shift, and location of the opening and qualifications required for the job. A notation will be made if there are special duties required. Posting shall be accomplished by notification on bulletin boards and by e-mail. Internal applicants shall have four (4) working days in which to apply, shall place their applications in letter form, and shall forward copies to both the immediate supervisor of the position and the Human Resources Office. Selection of internal applications will be made from those qualified to fill the vacancy on the basis of qualifications to do the work required and seniority. If an internal applicant is not qualified, the College shall use its normal search and screening procedures. The name of the person appointed to the position will be announced to the college community within ten (10) working days from the date of appointment.

In cases of open positions for shifts starting after 3:30 p.m., the position will be posted in accordance with this section before anyone is assigned to it.

9.8 The Association shall have up to 150 paid hours (in addition to those referenced in Section 9.6) per year for the purposes of releasing Association officers and members to attend Association conferences or workshops.

9.9 Each employee shall have the right to have an Association representative accompany them when they are required to meet with management regarding performance and discipline problems only. If a confrontation occurs during a meeting between an employee and his/her supervisor without the presence of an Association representative, the employee may stop the meeting and call in a representative.

9.10 It shall be the responsibility and goal of the College to provide a safe and healthy work environment for all Service Association employees.

10. EXCLUSIVE RIGHT OF PAYROLL DEDUCTION

Upon request, the College shall deduct from the salaries of its employees dues exclusively for the JCCSA as said employees individually and voluntarily authorize the College to deduct in accordance with the Taylor Law. Dues deduction will be made from each employee's check for the amount stipulated by the JCCSA. The College shall transmit the monies promptly after each deduction to the JCCSA, together with the names of employees from whose checks dues have been deducted. Authorizations shall be in writing, in the mutually agreeable form set forth by the JCCSA and the College, and shall remain in effect until revoked in writing by the individual.

All deductions under this Article shall be subject to the provisions of Subdivision 3 of Section 210 of the Civil Service Law, and shall be subject to revocation under Section 93-b of the General Municipal Law, as amended by the employees who executed such assignments, upon giving written notice to that effect. Such notice shall be given first to the Association, and the Association shall forward such notice to the College and the Dean of Administration. The Dean of Administration shall thereafter cease withholding any monies whatever under such check-off authorization.

Upon receipt of a proper payroll deduction authorization form, the College shall deduct from the salary of any employee covered by this agreement payroll deductions for the following:

- hospitalization
- United Way Fund
- credit union dues
- retirement and retirement loans
- scholarships
- automatic deposit
- Faculty Student Association dues
- JCCSA dues
- JCC Annual Fund
- JCC Campus Children's Center payments
- tax deferred/supplemental retirement annuities
- other purposes mutually agreeable to the College and the employee.

The standard form shall be used in each case.

The JCCSA agrees to indemnify and hold harmless the College, its officers and employees from any causes of action, claim, loss, or damages incurred as a result of this Article.

11. AGENCY FEE

The College agrees to deduct from the wages of all employees in the negotiating unit who are not members of the Association an agency fee in an amount equivalent to the dues of the Association, including dues of the **National Education Association** and the **National Education Association of New York**, and to promptly transmit the sums so deducted to the Association in accordance with a schedule of payments provided by the Association.

12. WORK WEEK

12.1 The regular work week for full-time secretarial and paraprofessional personnel shall be thirty-five (35) hours, except Campus Children's Center employees who shall work a forty (40)-hour week. The regular work week for salaried, full-time maintenance day personnel shall be forty (40) hours. The regular work week for full-time evening custodial personnel shall be 37-1/2 hours, but compensation shall be computed based upon forty (40) hours per week.

Summer hours, four (4)-day week, will be in effect after graduation and end three (3) weeks prior to the beginning of the fall semester classes. Office employees shall work eight (8)-hour days; maintenance employees shall work nine (9)-hour days excluding their lunch break, and custodial employees shall work nine (9)-hour days including their lunch break. During this period, overtime will not be paid unless the regular thirty-five (35)- or forty (40)-hour week is exceeded.

12.2 All full-time non-instructional employees shall receive two (2) fifteen (15) minute breaks each day. All part-time non-instructional employees working less than five (5) hours per day shall receive only one (1) fifteen (15) minute break each day.

12.3 The regular hours of work each day shall be consecutive. Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned work by the College in the realm of his/her duties and responsibilities. All employees shall be paid regular time up to their regular work week (as defined in Section 1 above) and time and one-half (1-1/2) for hours worked over their regular work week or non-consecutive hours beyond their normal work day. Such overtime must be approved by an employee's supervisor. Employees shall normally be scheduled for a work week consisting of consecutive days unless altered by mutual agreement. Employees shall be given at least fourteen (14) days notice prior to schedule changes. Failure to give such notice shall entitle affected employees to overtime for hours not normally scheduled. Time and one-half (1-1/2) will be paid only to full-time employees, not part-time employees, if fourteen (14) day notifications are not given for changes to normal working schedules or if there is not mutual agreement for non-consecutive work week schedules.

When an employee who is not normally eligible for overtime pay performs work other than his/her normal duties with other nonteaching employees who are receiving overtime for such work, that employee shall receive overtime pay after thirty-five (35) hours. The thirty-five (35) hours may be accumulated in either his normal job duties or in the job where he/she is eligible for overtime.

12.4 Overtime assignments shall be offered in rotation within a campus, a department, an office (if applicable), and a classification in order to maintain a balance of overtime hours.* In cases involving maintenance mechanics or secretarial staff whose special skills are required, exceptions may be made out of rotation provided that every effort will be made to maintain a balance of overtime among employees affected.

**For purposes of assigning overtime, all custodial titles shall be treated as one classification, as well as all maintenance mechanic titles and all typist titles.*

13. EMPLOYEE DEFINITIONS

13.1 All non-instructional employees initially hired prior to April 1, 1994, who work more than 90% of the usual working hours for their area shall be classified as full-time. All non-instructional employees initially hired after April 1, 1994 who work more than 80% of the usual working hours for their working area shall be classified as full-time.

13.2 Those employees who are employed less than 80% of the usual working hours for their area shall be classified as part-time.

13.3 A position temporarily vacated by a regular employee, who has the right to return to the position, shall be classified as an encumbered position. An employee who replaces such an employee, begins at the college under grant funding, or is hired for a short period of time, shall be classified as a temporary employee. If a temporary employee's assignment exceeds three (3) months, the temporary employee shall be eligible for fringe benefits and shall be considered part of the JCCSA bargaining unit. If a temporary employee is subsequently appointed to a permanent position, seniority shall be retroactive to the point of continuous employment.

13.3.1 Temporary employees working less than three (3) months, per diem substitutes, and on-call employees shall not be eligible for any fringe benefits.

13.3.2 The College may contract with agencies for temporary employees to fill encumbered position(s) for a period not to exceed three (3) months. The College may request the Association to extend the time period if conditions warrant. The Association shall not unreasonably withhold the extension.

13.3.3 The College may not contract with any agency for employee(s) to fill any non-encumbered position(s) for a period of longer than sixty (60) calendar days. The College may request the Association to extend the time period if conditions warrant. The Association shall not unreasonably withhold the extension.

13.3.4 All nine (9)- and/or ten (10)-month employees may register with the Human Resources Office for potential summer employment and list their job skills. Interested unit members may be utilized by the College in summer replacement and vacation fill-in situations before any temporary services, summer work crews, or other methods of replacement staffing. The unit supervisor will have final determination regarding placement. Salary will be at the normal academic year rate for those employees.

14. TEMPORARY ASSIGNMENT

14.1 When an employee temporarily performs work in a higher classification, such employee shall receive the entrance rate for that classification or one step above the present rate, whichever is higher, while so assigned. In the case of substituting for a non-unit position without a published salary, an employee shall receive a minimum increase of 20% of their current rate of pay.

14.2 Such temporary assignment to a higher classification to qualify for a higher rate of pay shall be regular and continuous in character for a period of three (3) or more consecutive work days.

14.3 Payment of the higher rate shall be made for all time worked in such classification for that temporary assignment.

14.4 Such assignments shall be based upon the needed skills and availability for the position.

15. STARTING PAY RATES

New employees will be paid the starting rate of the position to which assigned, except employees with experience and/or training over and above that required for that starting rate may be paid at a rate above the starting rate, subject to the approval of the Department head and the administration.

16. GENERAL PROVISIONS

16.1 JCC shall have a copy of this agreement furnished to all present employees within a reasonable amount of time after final agreement. All new employees shall be furnished with a copy of the agreement within sixty (60) days.

16.2 The College agrees to make every effort to provide periodic in-service and professional growth workshops and educational opportunities for the various employees within the bargaining unit.

16.3 If all College classes are cancelled due to inclement weather prior to the beginning of the employee's work day, the employee shall be paid for that day and shall not be expected to report for work. If classes are cancelled due to inclement weather during the work day, employees will be released from their duties at the earliest opportunity and shall be compensated for the entire work day.

16.4 An employee shall be entitled to his/her usual salary for the days he/she serves as a juror in any court (less any jury pay received).

16.5 *The Rules for Classified Civil Service of the City of Jamestown, New York*, shall be considered part of this agreement.

16.6 The College shall have the right to continue contracting or subcontracting with others for services which were normally provided prior to this agreement.

16.7 The College agrees to continue with its present retirement plans and shall comply with the rules and regulations of Civil Service Law.

16.8 JCC shall furnish and maintain work uniforms for maintenance, custodial, and Sheldon House personnel.

16.9 Each year by June 15, bargaining unit workers will be notified by the College of their total number of accumulated sick days and vacation days, as of April 30 of the same year.

17. SENIORITY

17.1 Seniority as used herein shall mean length of service (provided the employee is qualified to do the available work) and shall determine the order in which employees are laid off or rehired.

a. When it becomes necessary to decrease the workforce in a position (other than a competitive position), employees with the least seniority in that position would be affected first. Employees may exercise their seniority rights in the following order:

1. To any former job previously performed with the College by the employee and held by a less senior employee; or
2. To any new job opening or vacancy which the College intends to fill and which he or she is capable of performing or to any job he or she is capable of performing that is classified in the same or lower grade and held by a less senior employee.

b. Permanent competitive employees shall have the right to displace:

1. Employees with lesser seniority in lower jobs in direct line of promotion in the department, or if this is not possible;
2. Employees with lesser seniority in lower jobs previously held on a permanent basis in the department; or
3. When all displacement possibilities are exhausted within the department, the employee shall have the right to displace in other departments.

c. Recalls shall be in the reverse order of layoff.

d. Employees who are to be laid off will be given a thirty (30)-day notice prior to any layoff.

17.2 Seniority shall cease and employment terminated for any one of the following reasons:

- a. Resignation;
- b. Discharge;

- c. Retirement
- d. Layoff of more than one (1) year;
- e. Failure to report to work within two (2) days of receiving a certified letter of recall, return receipt requested;
- f. Absence for illness and injury for more than one (1) continuous year; or
- g. Absence for three (3) consecutive working days without leave unless approved.

17.3 Continuous service shall include those periods when an employee is on the employer's payroll and those periods when an employee is:

- a. On leave of absence with or without pay when authorized;
- b. On layoff; or
- c. Absent from and unable to perform the duties of his position by reason of disability resulting from an injury or illness not to exceed one (1) year.

17.4 If two (2) or more employees are hired on the same date, their relative seniority shall be determined by lot. If their title is identical, a lot is to be drawn by the employer, duly witnessed by JCCSA and recorded on the seniority list.

17.5a. Once each year the employer shall provide JCCSA with a current seniority list. If the seniority list is not challenged by JCCSA within thirty (30) days of receipt, it shall be considered accepted by JCCSA.

b. Once each month the employer shall provide JCCSA with a listing of personnel transactions. Such list shall contain employee accessions, promotions, transfers, including part-time, and separations, including demotions, retirements, resignations and deaths. Such listing shall contain wages and other relevant information.

17.6 Displacement Rights

17.6.1 In cases where full-time positions are reduced from full-time status to part-time status or from twelve (12) months to less than twelve (12) months, the incumbents in such positions shall have the option to displace employees with the least amount of seniority at the institution occupying full-time positions in the same class or lower jobs previously held on a permanent basis. Such displacement shall be permitted to occur on an intra-campus basis.

17.6.2 In cases where employees with seniority choose to displace employees with the least amount of seniority, employee preference and supervisor preference will be considered before new assignments are made. In cases where employees are displaced, those affected may use their seniority to choose positions having the greatest amount of hours per year.

17.6.3 In cases where employees choose to accept part-time status or less than twelve (12) month status in their current positions, the College shall consider such employees to be involuntarily reassigned. Employees involuntarily assigned to part-time status or less than twelve (12) month status shall have the opportunity to be reassigned to a full-time position based upon their seniority if within their current or former classification.

17.7 Salaries, Fringe, and Vacation Benefits for Full-time Less than Twelve-month Employees:

17.7.1 Salary: Salaries for employees involuntarily moving to less than twelve (12)-month employment shall be prorated on a monthly basis at their former steps on the full-time salary schedule for their titles.

17.7.2 Fringe: Employees moving from twelve (12)-month positions to full-time status of less than twelve (12) months shall receive year-round employee and family health insurance and year-round life insurance. Other benefits shall be prorated based upon the number of months worked in their new position.

17.7.3 Employees working full-time during the academic year and part-time during the summer shall receive vacation time as if they were twelve (12)-month full-time employees and shall receive vacation pay during the time(s) they take vacation days. For employees working a four (4)-day work week, each vacation day taken will be deducted and paid at a rate of 1-1/4 full-time days. For employees working a five (5)-day work week, each vacation day taken will be deducted and paid at the rate of one (1) full-time day. For payroll purposes, time cards shall indicate vacation taken in hours.

17.8. Salary and Fringe Benefits for Employees Reduced to Part-time Employment:

17.8.1 Salary: Salaries for employees involuntarily moving to part-time status shall be fixed at Step 6 of the part-time salary schedule.

17.8.2 Fringe: Employees moving from full-time to part-time status shall receive the fringe benefits of part-time employees.

17.9 Reduction in Accumulated Benefits: There shall be no reduction in any accumulated benefits for employees moving from twelve (12)-month positions to full-time status of less than twelve (12) months or employees moving from full-time status to part-time status. Part-time employees moving from full-time to part-time may use accumulated sick leave on a pro rata basis.

17.10 Part- and full-time employees shall be credited with a full year of service for 9, 10, 11 and 12 months of employment subject to the provisions of this section.

17.11 This seniority clause shall be subject to the applicable provisions of the Civil Service Laws which may deal with the subject matter contained in this Article.

18. MATERNITY LEAVE

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery shall for all job related purposes be considered temporary disabilities and shall be treated as such under the applicable Federal law.

19. CHILD CARE/FAMILY LEAVE

19.1 Child Care Leave: In the event an employee desires a child care leave without pay, the employee shall give written notice to the College no later than the thirtieth (30) day prior to the anticipated delivery date. The date will be waived in an emergency situation. The leave shall begin when the employee's disability ends and shall end no more than one (1) year later. The customary disability which accompanies a normal pregnancy/childbirth is eight (8) weeks. The employee may use up to eight (8) weeks of accrued sick leave for the purposes of the disability period associated with childbirth. Should an employee require additional time, their request must be accompanied by a doctor's statement describing the nature of the complication(s) which have necessitated said request. An employee may use all accrued vacation during a child care leave to meet and/or exceed the eight (8)-week disability period. Utilization of vacation days outside the disability period, but during the child care leave shall NOT require a doctor's statement. The notice shall specify when the leave shall end. Such a leave may be taken for an adoption. At the conclusion of the leave, the employee shall be reinstated at the title which was held when the leave began or to a comparable position, without a decrease in the rate of compensation or loss of promotional opportunities, or any rightful privilege of employment. For the first twelve (12) weeks of leave, the College will maintain coverage under its group health plan at the level and under the conditions coverage would have been provided if the employee had continued to be actively employed.

19.2 Family Leave: An employee may take an unpaid family leave of up to one (1) year's duration for the purpose of caring for a seriously ill family member. Said leave shall be taken without loss of seniority or other accrued benefits. For the first twelve (12) weeks of leave, the College will maintain coverage under its group health plan at the level and under the conditions coverage would have been provided if the employee had continued to be actively employed. The College shall continue to furnish said employee with full insurance benefits with the cost borne by the employee. An employee also has the option of using twelve weeks of individual accumulated sick leave for this purpose but there is no access to the sick bank. At the conclusion of the leave, the employee shall be reinstated at the title which was held when the leave began, without a decrease in the rate of compensation or loss of promotional opportunities or any rightful privilege of employment.

20. GRIEVANCE PROCEDURES

DEFINITIONS:

20.1 A grievance is a claim by the Association or any employee or group of employees in the negotiating unit based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the following: (a) laws, (b) rules or regulations having the force of law, and (c) this Agreement.

20.2 Since it is important to good relations that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.

20.3 Grievances will be initiated at the first available stage within twenty (20) working days after the employee actually knows of the act or conditions on which the grievance is based.

STAGES OF GRIEVANCE PROCEDURE

Stage 1: Supervisor - Informal

a. An employee having a grievance will discuss it with his/her immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest. If the employee submits the grievance through a representative, the employee may be present during the discussion of the grievance.

b. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) working days after the written grievance is presented to him/her, the supervisor shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the employee, his/her representative and the Association. At the conclusion of Stage 1, the aggrieved party shall have the option of deciding whether his/her grievance shall be private or public.

Stage 2: President or His/Her Designee

If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the employee or his/her representative shall, within ten (10) working days, file a written appeal of the decision at Stage 1 with the President or his/her designee. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within five (5) working days after receipt of the appeal, the President or his/her designee shall set a date for a hearing and notify the Association and the Grievance Committee, or its representative, and all other parties in interest of said date, and hearings will be commenced within ten (10) working days after issuance of the notice of the meeting date by the President or his/her designee. The President or his/her designee shall render a decision in writing to the employee, the Grievance Committee, and its representatives within five (5) working days after the conclusion of the hearing.

Stage 3: Binding Arbitration

- a. If an aggrieved party represented by the Association and the Association are not satisfied with the decision at Stage 2 or the Grievance Committee determines the grievance is meritorious, the Grievance Committee of the Association may submit the grievance to arbitration, utilizing the arbitration services of the Public Employee Relations Board by written notice to the President or his/her designee within ten (10) working days of the decision at Stage 3.
- b. The decision of the arbitrator shall be final and binding upon all parties.
- c. The cost of the services of the arbitrator, if any, will be borne equally between the Association and the Board of Trustees.
- d. The arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement.

21. FRINGE BENEFITS FOR FULL-TIME EMPLOYEES

The following fringe benefits are directed to the *full-time* employees (excluding temporary employees) of Jamestown Community College:

21.1 Vacation: Employees shall accrue vacation days while on the payroll according to the following chart:

Years of Service	Vacation Days Monthly/Annual	
0 - 5	1.00	12
6 -10	1.25	15
11-19	1.75	21
20 & over	1.75	22
	+1 additional day	

As of August 31 of every year, an employee may not carry over more than twelve (12) unused vacation days into the next year or have a waiver from the College. This provision begins August 31, 2005. Reasonable requests for vacation shall be granted. It is the responsibility of supervisors to ensure that all areas are properly staffed and that adequate coverage is provided for employees taking vacation.

Vacation time must have prior approval of the employee's supervisor. Requests for vacation exceeding a ten (10)-day period must be approved by the immediate supervisor and the appropriate dean.

21.2 Holidays: Employees not required to work shall nevertheless receive wages based upon their normal daily pay at straight time for thirteen (13) holidays listed by the College. In addition, there shall be two (2) floating holidays which may be taken with the prior approval of any employee's supervisor.

21.3 Personal Days: Employees shall be entitled to three (3) personal days each fiscal year for religious holidays, weddings,

funerals, legal matters, immediate family illness, medical and dental appointments, and other legitimate reasons requiring employees to be absent from their jobs. Personal time used for medical or dental appointments may, with the approval of the immediate supervisor, be made up during the week incurred. Personal days may not be used for sick leave, recreational purposes, or shopping. Personal days cannot be accumulated.

21.4 Sick Leave: Sick leave for full-time employees will accumulate at the rate of one and one-half (1-1/2) days for each monthly pay period without limit. Sick leave may not be used for doctor or dental appointments. An employee may, with the approval of his/her supervisor, make arrangements to make up that time provided it is within the same week. The payout of sick leave shall not exceed the number of work days contained in ninety (90) calendar days after disability.

Any full-time unit member who has seven (7) years of service and suffers a layoff or transfer to a worksite twenty-five (25) or more miles from where they have been working and chooses not to accept that reassignment, will be paid up to twenty-five (25) accumulated sick days upon separation.

Subject to the restrictions in the following paragraph, all accumulated sick leave up to 120 days will be paid to the employee upon retirement in a lump sum. Days in excess of 120 up to 165 additional shall be used for the 41J retirement rider. Any member of ERS with over 285 days of accumulated sick leave and any member of TIAA-CREF with over 120 days of accumulated sick leave will be paid at retirement at the rate of .20 of their final year's salary for their days in excess of 285 or 120 respectively.

All full time employees with age plus years of service equal to or greater than sixty-five (65) as of 9/1/04 will have a one-time irrevocable option of being grandfathered as stated above of the 2000-02 Service Association contract or choosing an additional 1% matching sick leave annuity beginning in 2004-05. Those choosing the sick leave annuity option shall receive in 2003-04 a one-time only lump sum payment into the annuity, with no match requirement, equal to one thousand dollars (\$1,000) if their sick leave accrual is equal to or greater than 120 days as of the date the contract is signed. For those with fewer than 120 days of sick leave accrual the amount payable to the sick leave annuity will be pro-rated accordingly. The College contribution for this incentive shall be made no later than thirty (30) days following the signing of the contract. Employees choosing the sick leave annuity option in 2003-04 and employees with age plus years of service less than sixty-five (65), shall receive a one percent (1%) sick leave annuity contribution payable in September 2004. This annuity shall be provided on a matching basis with the employee's share payable over the twenty-six (26) pay dates in the fiscal year. Contributions to the annuity by the College shall be subject to employees contributing their match. In subsequent years, the College contribution as well as the employee contribution shall be made on a payroll basis.

All full-time employees with age plus years of service between fifty (50) and sixty-four (64) as of 9/1/04 will receive a one-time lump sum payment into an annuity, with no match requirement, if their sick leave accrual is equal to or greater

than sixty (60) days. Those with sick leave accrual equal to or greater than one hundred twenty (120) days will receive \$350. For those with fewer than one-hundred twenty (120) days of sick leave accrual the leave amount payable to the annuity will be pro-rated accordingly down through sixty (60) days of sick leave accrual. The College contribution for this incentive shall be made no later than thirty (30) days following the signing of the contract.

Employees who use no sick leave or a very limited number of sick days during each fiscal year (September 1 through August 31) shall receive additional vacation time or additional pay according to the following schedules:

Sick Days Used	Vacation or Paid Days
0	5
1	3
2	1

Each eligible employee must inform Human Resources of his/her choice of additional vacation or additional pay by September 30. Additional vacation time shall be scheduled within the fiscal year after it is earned. Additional pay shall be included in the last payroll in October.

Sick leave shall be payable only with respect to a workday on which the employee would have otherwise worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the College. A doctor's certificate may be required for any consecutive sick leave in excess of three (3) days.

A doctor's certificate or other medical proof satisfactory to the College may, at the option of the College, be required of any employee returning from sick leave as proof of such employee's fitness for work. This requirement may include a physical or mental examination at the expense of the College by a doctor chosen by the College.

In addition, upon recommendation of Human Resources and authorization from the President, additional sick leave at one-half (1/2) pay may be authorized upon completing all earned sick leave and vacation.

The College shall reimburse sick leave taken as a result of a job-related injury equivalent to the amount reimbursed from the insurance carrier. For lost time covered by Workers' Compensation, employees shall not be denied rewards for not using sick days except when the lost time is a result of employee negligence.

21.5 Sick Leave Bank: On September 1 of each year of the contract, all employees shall be eligible to voluntarily contribute a maximum of two (2) of their accumulated sick days to a sick leave bank. Once an employee elects to join the bank and thereby makes an initial contribution, such employee shall automatically continue as a member of the bank and such two (2) days each year sick leave contribution shall be made to the

bank on September 1 of each year until the employee signifies in writing to the Dean of Administration their desire to cease contributions into the bank.

The maximum number of days in the bank shall be five hundred (500) days. It is understood and agreed that sick leave days deposited into the bank become the sole and exclusive property of the bank. No employee may claim entitlement to such days at the time of retirement, termination, etc. It is further understood that this Section will in no way affect the annual payout for unused sick days (Section 21.4).

As soon as possible, after October 1, but no later than January 1 of each year, an updated list of active sick leave bank members and total number of days in the bank shall be sent to each member of the sick leave bank.

Employees requesting the use of the bank must be on extended leave due to personal illness and must use all of their own sick leave and personal days before drawing from the bank. Employees donating two days may request up to sixty (60) days. Employees donating one day may request up to thirty (30) days. The sick leave bank year will run from September 1 to August 31.

A waiting period of five (5) working days must pass following the use of all the employee's earned days and the beginning of the sick leave bank. Before the start of the sick leave bank, an attending physician must certify that the individual is unable to perform regular duties.

Application to use days from the bank may be made on the appropriate form, along with the doctor's statement, and forwarded to Human Resources. Within five (5) working days of receipt of an application, the Bank Committee, composed of two (2) members of the Service Association and Human Resources, shall act upon each application. A meeting of the Committee shall take place should there be questions regarding an approval.

The decision of the Committee shall be final and binding.

21.6 Group Health Insurance: All full-time employees in the bargaining unit shall be eligible for coverage for themselves and all of their eligible dependents. Effective July 1, 2003, Service Association members electing medical/prescription insurance coverage will contribute 6.5% of the annual cost of either the single or family plan. Effective January 1, 2004, Service Association members electing medical/prescription insurance coverage will contribute 9.0% of the annual cost of either the single or family plan. Effective January 1, 2005, Service Association members electing medical/prescription insurance coverage will contribute 11.25% of the annual cost of either the single or family plan. Premium costs may be deducted on a pre-tax basis in an individual Flex Plan.

The College medical plan which includes a preferred provider organization (PPO), will cover major medical expenses with coinsurance at 90/10 on the first \$2,000 if the employee uses the preferred provider. If the employee uses a non-PPO network provider, coinsurance will be at 70/30 on the first

\$2,000. New employees shall become eligible the first day of employment. A summary of coverage shall be made available to each employee in handbook form.

Association members will participate in meetings with other employee groups and administration to review ways of containing health insurance costs with no loss in benefits or increased costs to employees. Mutually agreed changes which would accomplish these goals may be implemented by the College during the term of this Agreement provided no diminution or loss of benefits occur.

The College will pay no more than the equivalent cost of the regular medical/hospital plan toward the cost of the qualified HMO plan offered.

The annual deductible for individuals shall be **\$150** and **\$250** for families.

The College medical plan shall provide hospice coverage for the employees or their families as an alternative to extended hospital care for the terminally ill.

Employees shall have the annual right to waive group health insurance and/or prescription drug coverage for themselves and/or their dependents. Such waivers shall require annual certification by the employee of coverage through other sources and spousal consent for waiver of dependent coverage. Any employee waiving coverage may rejoin either plan during an open window period each September or at any time either coverage through other sources is lost. The College shall pay employees waiving group health insurance and/or prescription drug coverage a rebate equal to one-third (1/3) of the cost of such coverage, payable over the fiscal year or prorated over the portion of the fiscal year in which the waiver exists, payable in the biweekly paycheck. The rebate shall be adjusted each September based on the calculated premiums. An employee should be aware that COBRA benefit entitlements at the time of separation from the College will be affected by the rebate since the employee is not effectively insured by the College. The insurance rebates will not influence an employee's base salary for purposes of step improvement, overtime, longevity, or percentage improvement in future years.

21.7 Employee Physical: The College will pay for a biennial physical for employees who are covered under the JCC medical plan, are 45 years or older, and the physical exam is administered by a PPO network provider. Physicals administered by a non-PPO network provider are not covered.

21.8 Prescription Drugs: The College shall provide prescription drug coverage to all full-time employees and their eligible dependents. Effective upon ratification employees will pay **\$5** per prescription for generic drugs, regardless of supply. The co-pay for brand name, non-generic prescription drugs shall be **\$15** for a supply of 30 days or less, **\$25** for a supply of 31-60 days, and **\$30** for a supply of 61-90.

21.9 Dental Plan: All full-time employees in the bargaining unit shall be eligible for employee dental insurance coverage beginning on the first day of employment. Individual coverage

is at no cost to the employee. Optional dental coverage for dependents shall be available at the employee's expense.

21.10 Life Insurance: The College shall pay the cost of two (2) times salary not to exceed \$50,000, for term life insurance for each full-time employee, beginning on the first day of employment.

21.11 Long-term Disability Insurance: The College shall pay the cost of disability insurance for Civil Service employees after two (2) years of continuous service. Paraprofessional employees shall be covered after one (1) year of continuous service. Eligible employees will be guaranteed disability payments from all sources totaling 60% of current salary beginning after ninety (90) days of disability.

21.12 Flex Plan: The College shall offer a flex plan in which employees may, on a pretax basis, establish flexible spending accounts for uncovered medical expenses, for employee premiums for medical benefits, and for dependent care expenses.

21.13 Tuition: Tuition is waived for all employees of Jamestown Community College and their immediate families (spouses and dependent children) for coursework at JCC.

Disabled or retired long-term employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York State Tuition Assistance Program (TAP) monies. Tuition is waived for spouses and dependent children of a long-term (after five years) employee who retires from, or who, while employed at JCC, becomes disabled or deceased.

21.14 Tax Deferred Annuity: A plan for the purchase of tax deferred annuities is available for full-time members of the staff. The College will match all full-time staff contributions up to 1% of base salary. Effective 9/1/03 the College will match an additional one percent (1%) of base salary contributions, for a total of a two percent (2%) match. Employees hired after the ratification of this contract, as well as those employees who qualify for the sick leave annuity (see Section 21.4) shall receive an additional one-percent (1%) of base pay annuity match, for a total of a three percent (3%) annuity match.

21.15 Retirement: All employees, except paraprofessionals, shall be in the Employees' Retirement System 75G with a 41J rider.

Paraprofessionals, as defined by the State University of New York, may elect to participate either in the Employees' Retirement System or one of the other optional retirement plans approved by SUNY.

Information regarding the service retirement benefit for Tier I, II, III, and IV of the New York State Employees' Retirement System are printed within this agreement.

21.16 Retirement Incentive: Any full-time employee who retires within the first three (3) years of his/her eligibility

according to the retirement plan requirements of ERS, regardless of their retirement plan membership, shall receive a one-time cash settlement. Their incentive shall be the annualized calculation of the difference between their salary and the salary of a Step 1 employee in the same pay grade. The calculation for the senior titled employees will be the difference between their salary and the salary of a Step 1 non-senior titled employee in the same pay grade. A lump sum payment will occur within one (1) month of their final working day or the employee may choose three (3) divisible cash payments at approximately two (2) months, fourteen (14) months and twenty-six (26) months following their final working day. In no case shall the payment be greater than \$15,000. (Tier 2 ERS employees shall be judged to be eligible for retirement between ages 55 and 62.)

An employee shall not be eligible for both a State early retirement incentive and the College early retirement incentive.

Requests for retirement shall be submitted to the Human Resources Office at least 120 days before the intended date of retirement.

21.17 Health Insurance for Retired Employees: Full insurance benefits for retirees and dependents for one (1) year following retirement will be provided by the College. The College shall continue payment of all health benefits for the retiree until the retiree reaches the age of sixty-five (65) or qualifies for Medicare or another equivalent replacement of Medicare. The retired employee may maintain personal health and other existing benefits for dependents at the retiree's expense after retirement.

21.18 Bereavement Leave: Effective with the ratification of this contract, leave for death in a unit member's family shall be granted as follows and such time will not be deducted from sick, personal, or vacation leave:

A maximum of three (3) days for death of a unit member's spouse, children, step-children, legal wards, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparents, and grandchildren. Any additional days taken will be deducted from personal or vacation leave.

A maximum of one (1) day for death of a unit member's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew. Any additional days taken will be deducted from personal or vacation leave.

22. FRINGE BENEFITS FOR PART-TIME EMPLOYEES:

To be eligible for part-time benefits, employees must be normally scheduled to work at least fifteen (15) hours per week.

22.1 Vacation: Part-time employees will accrue 1.0 vacation days per month (12 annually) only while on the payroll. Remuneration will be determined by the average hours worked per day. Employees will lose excess vacation time unless the College denies a reasonable request. As of August 31 of every

year an employee may not carry over more than five (5) unused vacation days into the next year or have a waiver from the College. This provision begins August 31, 2005.

22.2 Holidays: Part-time employees shall be entitled to holiday pay for days on the holiday schedule for which they are normally scheduled to work; i.e., those normally scheduled to work on Thursdays will receive pay for Thanksgiving. Part-time employees hired after January 1, 1984 who are not scheduled to return immediately after the New Year's holiday shall receive pay for Christmas and New Year's Day only. Each part-time employee shall be entitled to two (2) floating holidays which may be taken with the prior approval of the employee's supervisor. Remuneration for holidays shall be based on the average number of hours worked per day.

22.3 Personal Day: Part-time employees shall be entitled to one (1) personal day each fiscal year for religious holidays, weddings, funerals, legal matters, immediate family illness, medical and dental appointments, and other legitimate reasons requiring the employees to be absent from their jobs. Personal time used for medical or dental appointments may, with the approval of the immediate supervisor, be made up during the week incurred. Personal days may not be used for sick leave, recreational purposes, or shopping. Personal days cannot be accumulated.

22.4 Sick Leave: Sick leave for part-time employees will accumulate at the rate of one (1) day each month worked up to a maximum of ninety (90) days. Sick leave may not be used for doctor or dental appointments. An employee may, with the approval of his/her supervisor, make arrangements to make up that time provided it is within the same week.

22.5 Sick Leave Bank: On September 1 of each year of the contract, all employees shall be eligible to voluntarily contribute a maximum of two (2) of their accumulated sick days to a sick leave bank. Once an employee elects to join the bank and thereby makes an initial contribution, such employee shall automatically continue as a member of the bank and such two (2) days each year sick leave contribution shall be made to the bank on September 1 of each year until the employee signifies in writing to Human Resources their desire to cease contributions the bank.

The maximum number of days in the bank shall be five hundred (500) days. It is understood and agreed that sick leave days deposited into the bank become the sole and exclusive property of the bank. No employee may claim entitlement to such days at the time of retirement, termination, etc. It is further understood that this Section will in no way affect the annual payout for unused sick days (Section 21.4).

As soon as possible, after October 1, but no later than January 1 of each year, an updated list of active sick leave bank members and total number of days in the bank shall be sent to each member of the sick leave bank.

Employees requesting the use of the bank must be on extended leave due to personal illness and must use all of their own sick leave and personal days before drawing from the bank.

Employees donating two (2) days may request up to sixty (60) days. Employees donating one (1) day may request up to thirty (30) days. The sick leave bank year will run from September 1 to August 31.

A waiting period of five (5) working days must pass following the use of all the employee's earned days and the beginning of the sick leave bank. Before the start of the sick leave bank, an attending physician must certify that the individual is unable to perform regular duties.

Application to use days from the bank may be made on the appropriate form, along with the doctor's statement, and forwarded to Human Resources.

Within five (5) working days of receipt of an application, the Bank Committee, composed of two (2) members of the Service Association and Human Resources, shall act upon each application. A meeting of the Committee shall take place should there be questions regarding an approval.

The decision of the Committee shall be final and binding.

22.6 Group Health Insurance: All part-time employees shall be eligible for group health insurance. Dependent coverage may be purchased at cost. Effective July 1, 2003, Service Association members electing medical/prescription insurance coverage will contribute 6.5% of the annual cost of the single plan. Effective January 1, 2004, Service Association members electing medical/prescription insurance coverage will contribute 9.0% of the annual cost of the single plan. Effective January 1, 2005, Service Association members electing medical/prescription insurance coverage will contribute 11.25% of the annual cost of the single plan. Premium costs may be deducted on a pre-tax basis in an individual Flex Plan.

Effective September 1, 2000, the College medical plan which includes a preferred provider organization (PPO), will cover major medical expenses with coinsurance at 90/10 on the first \$2,000 if the employee uses the preferred provider. If the employee uses a non-PPO network provider, coinsurance will be at 70/30 on the first \$2,000.

The College will pay no more than the equivalent cost of the regular medical/hospital plan toward the cost of the qualified HMO plan offered.

The annual deductible for individuals shall be **\$150** and **\$250** for families.

The College medical plan shall provide hospice coverage for the employees or their families as an alternative to extended hospital care for the terminally ill.

Employees shall have the annual right to waive group health insurance and/or prescription drug coverage for themselves and/or their dependents. Such waivers shall require annual certification by the employee of coverage through other sources and spousal consent for waiver of dependent coverage. Any employee waiving coverage may rejoin either plan during an open window period each September or at any time either

coverage through other sources is lost. The College shall pay employees waiving group health insurance and/or prescription drug coverage a rebate equal to one-third (1/3) of the cost of such coverage, payable over the fiscal year or prorated over the portion of the fiscal year in which the waiver exists, payable in the biweekly paycheck. The rebate shall be adjusted each September based on the calculated premiums. An employee should be aware that COBRA benefit entitlements at the time of separation from the College will be affected by the rebate since the employee is not effectively insured by the College. The insurance rebates will not influence an employee's base salary for purposes of step improvement, overtime, longevity, or percentage improvement in future years.

22.7 Employee Physical: The College will pay for a biennial physical for employees who are covered under the JCC medical plan, are forty-five (45) years or older, and the physical exam is administered by a PPO network provider. Physicals administered by a non-PPO network provider are not covered.

22.8 Prescription Drugs: The College shall provide prescription drug coverage to all eligible part-time employees. Dependent coverage may be purchased at cost. Effective upon ratification employees will pay **\$5** per prescription for generic drugs, regardless of supply. The co-pay for brand name, non-generic prescription drugs shall be **\$15** for a supply of 30 days or less, **\$25** for a supply of 31-60 days and **\$30** for a supply of 61-90.

22.9 Dental Insurance: Effective September 1, 2000, part-time employees became eligible to participate in the college dental plan. Individual coverage is at no cost to the employee. Optional dental coverage for dependents shall be available at the employee's expense.

22.10 Life Insurance: The College shall pay the cost of two (2) times salary (hourly rate times expected yearly hours worked), not to exceed \$50,000 for term life insurance for each part-time employee, beginning on the first day of employment.

22.11 Flex Plan: The College shall offer a flex plan in which employees may, on a pretax basis, establish flexible spending accounts for uncovered medical expenses, for employee portion of premiums for medical benefits, and for dependent care expenses.

22.12 Tuition: Tuition is waived for all employees of Jamestown Community College and their immediate families (spouses and dependent children) for coursework at JCC.

Disabled or retired long-term employees are also eligible for tuition to be waived. The amount of tuition waived shall equal the tuition minus New York Tuition Assistance Program (TAP) monies. Tuition is waived for spouses and dependent children of a long-term (after five (5) years) employee who retires from, or who, while employed at JCC, becomes disabled or deceased.

22.13 Annuity: A plan for the purchase of tax deferred annuities is available for permanent part-time members of the staff. The College will match all part-time staff contributions up to 1% of estimated base salary. Effective September 1, 2003

the College will match an additional one percent (1%) of base salary contributions, for a total of a 2% match.

22.14 Bereavement Leave: Leave for death in a unit member's family shall be granted as follows and such time will not be deducted from sick, personal, or vacation leave:

A maximum of three (3) days for death of a unit member's spouse, children, step-children, legal wards, parents, step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparents, and grandchildren. Any additional days taken will be deducted from personal or vacation leave.

A maximum of one (1) day for death of a unit member's sister-in-law, brother-in-law, aunt, uncle, niece, or nephew. Any additional days taken will be deducted from personal or vacation leave.

22.15 Retirement: At the time of hire, all part-time unit members will be informed by the Human Resources Department of their eligibility to join the appropriate retirement system.

23. SALARY SCHEDULE

23.1 2002-03: Effective September 1, 2002 three percent (3.00)% will be added to each cell. The College will continue to fund all longevity and step increases.

2003-04: Effective September 1, 2003, three percent (3.00)% will be added to each cell. The College will continue to fund all longevity increases and step increases.

2004-05: Effective September 1, 2004 three and one-quarter percent (3.25)% will be added to each cell. The College will continue to fund all longevity increases and step increases.

23.2 Each March 1, full-time employees will move to the next step after accumulation of ten (10) points in accordance with the point system enumerated below; part-time employees hired prior to September 1 shall move to the next step each March 1.

23.2.1 Points are earned from January 1 through December 31.

23.2.2 Employees shall be evaluated yearly prior to December 31. Points shall be credited according to the following schedule:

<i>Outstanding</i>	<i>4 points</i>
<i>Above Average</i>	<i>3 points</i>
<i>Average</i>	<i>2 points</i>
<i>Below Average</i>	<i>1 point</i>
<i>Unsatisfactory</i>	<i>0 points</i>

The employee shall have the right to appeal the evaluation to the Labor-Management Committee.

The Dean of Administration shall have the right to appeal the point value of any evaluation to the Labor-Management Committee. In such cases, the Dean of Administration shall not have a vote on the Labor-Management Committee.

The Labor-Management Committee shall consult with all parties of interest and shall review all relevant information prior to making a decision.

23.2.3 On each anniversary date of employment, three (3) points shall be added.

23.2.4 For employees successfully completing credit courses, one (1) point per three (3) credit hour course shall be added. These courses shall be job related or work toward a degree. Three (3) credit hour courses that are pre-approved by the immediate supervisor and are job related shall earn three (3) points. Points shall be prorated for courses other than three (3) credit hours.

23.2.5 Ten (10) hours of seminars or workshops shall equal one (1) point. These experiences shall be job related and shall have prior approval by the immediate supervisor.

23.2.6 The Human Resources Office shall compute points prior to January 31 of each year.

23.2.7 In the event an employee receives a promotion in either grade or title during the course of a calendar year, all points accumulated prior to the promotion shall be considered spent toward the promotion. Years of service and evaluation points in the year of the promotion shall be prorated from the date of the promotion. After an employee reaches Step 6, job-related credit courses, workshops, or seminars may be submitted in support of requests for senior status or promotion. The employee is responsible for keeping records of and submitting these experiences. Excess points shall be carried over to the next calendar year except for Step 6 employees.

23.2.8 It shall be the responsibility of the employees to keep their files and points up to date. In cases of disagreement regarding the number of points acceptable, the employee may appeal the decision of the Dean of Administration to a sub-committee of the Labor-Management Committee who shall have final determination. In such cases, the sub-committee shall consist of three (3) management members (to exclude the College President and the Dean of Administration) and three (3) JCCSA members who shall hear the appeal and vote.

23.2.9 Part-time employees shall not accumulate points during their part-time service. Should a part-time employee become full-time, they shall qualify for points for the next scheduled evaluation, for the next anniversary date, and for any courses taken after becoming full-time. Full-time employees who become part-time shall not lose accrued salary points, but may not use them for salary schedule advancement until they become full-time again.

23.3 When a new position is created, the salary will be negotiated by Human Resources and the JCCSA President.

Part-time salary rates for positions which have full-time counterparts shall be calculated by dividing the full-time rate by 1,820 hours and multiplying the quotient by 80%. For child care, maintenance, and custodial positions, the full-time

rate shall be divided by 2,080 hours and the quotient multiplied by 80%.

The Sheldon House Manager shall be classified as Grade III less \$3,000 for housing which shall be provided by the College.

Salaries for senior titles shall be calculated by multiplying the non-senior title by 115%.

All Service Association employment grades and classifications shall be open to earning senior title status. The JCCSA and the College agree to form a committee made up of an equal number of members chosen by the Association President and the College President to study the senior title designation and how it is granted. The goal of the committee will be a democratizing of the process to give veteran employees more equal access to these titles. A report will be issued to both parties six (6) months before contract expiration.

Salaries for positions less than twelve (12) months shall be prorated.

23.4 A longevity award shall be paid in the first payroll in November to those employees reaching the following years of service prior to December 1:

<u>Years</u>	<u>Amount</u>
5 - 9	1.0% of annual salary
10 - 14	2.0% of annual salary
15 - 19	3.0% of annual salary
20 & over	3.5% of annual salary

For part-time employees, annual salary shall be computed by multiplying hourly rate times expected yearly hours of work. Longevity awards shall not accrue to annual base salary or hourly rates.

23.5 Merit: The administration may, at its discretion, develop a staff award for excellence program which may include both monetary and non-monetary awards. Any system would be recommended by a college-wide group that would include Service Association representation.

24. LENGTH OF AGREEMENT

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has give approval.

The contract will run from September 1, 2002 - August 31, 2005.

Accepted by:

JAMESTOWN COMMUNITY COLLEGE
SERVICE ASSOCIATION

Date: 5/18/04
Ronald S. Fisher
Suea Puster

JAMESTOWN COMMUNITY COLLEGE

Date: 5/18/04
Susan C Bronstein

Appendix I

TITLES – SERVICE ASSOCIATION SALARY SCHEDULE A

Grade I	Custodial Worker 1
Grade II	Assistant Teacher Mail and Supply Clerk Maintenance Mechanic II Receptionist/Typist Typist
Grade III	Account Clerk Typist Health Center Assistant Sheldon House Manager Stenographic Secretary Telephone Operator/Typist
Grade IV	Academic Affairs Assistant Administrative Assistant Business Office Assistant Continuing Education Assistant Laboratory Technician Library Technician Student Services Assistant
Grade V	Computer Operator Technician Computer Support Specialist Computer Technician/Bench Repair Computer Technician/Telecommunications Specialist Computer Trainer Financial Aid Assistant Maintenance Mechanic I Media Technician Theater Technician Payroll/Benefits Assistant
Grade VI	Computer Technician Head Teacher Health Center Nurse

Note: Salaries for positions less than twelve (12) months will be pro-rated.
All part-time titles shall receive 80% of the full-time rate.
All Senior titles will be paid 115% of the non-senior title.

Appendix II

**TITLES – SERVICE ASSOCIATION
SALARY SCHEDULE B**

Grade II	Custodial Worker 1
Grade V	Maintenance Mechanic II
Grade VIII	Student Services Assistant
Grade XI	Media Technician

Salary Schedule A

2002-2003 Salary Schedule - effective September 1, 2002

Full-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	20,560	22,107	23,645	25,189	26,735	28,787
II	21,311	22,855	24,400	25,937	27,490	29,553
III	22,925	24,467	26,012	27,558	29,100	31,197
IV	23,430	24,976	26,521	28,073	29,621	31,729
V	28,036	29,577	31,083	32,653	34,193	36,379
VI	29,028	30,576	32,113	33,662	35,200	37,412

35-Hr Part-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	9.04	9.71	10.39	11.07	11.75	12.66
II	9.37	10.04	10.73	11.40	12.08	12.99
III	10.07	10.75	11.43	12.11	12.79	13.71
IV	10.30	10.98	11.66	12.34	13.02	13.95
V	12.33	13.00	13.66	14.36	15.03	16.00
VI	12.75	13.44	14.11	14.80	15.47	16.45

40-Hr Part-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	7.91	8.51	9.09	11.07	11.75	12.66
II	8.20	8.80	9.38	11.40	12.08	12.99
III	8.82	9.41	10.00	12.11	12.79	13.71
IV	9.01	9.61	10.20	12.34	13.02	13.95
V	10.78	11.38	11.96	14.36	15.03	16.00
VI	11.17	11.76	12.35	14.80	15.47	16.45

Senior Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	23,644	25,422	27,192	28,967	30,744	33,106
II	24,507	26,284	28,059	29,551	31,614	33,985
III	26,363	28,137	29,913	31,691	33,465	35,876
IV	26,946	28,724	30,499	32,283	34,064	36,489
V	32,240	34,015	35,746	37,551	39,322	41,836
VI	33,382	35,161	36,930	38,712	40,480	43,023

Other Part-Time Salaries

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Teacher A/B	7.26	7.37	7.55	7.66	7.80	7.94

Salary Schedule A

2003-2004 Salary Schedule - effective September 1, 2003

Full-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	21,177	22,770	24,354	25,944	27,537	29,651
II	21,950	23,540	25,132	26,716	28,314	30,439
III	23,612	25,201	26,792	28,384	29,973	32,133
IV	24,133	25,726	27,317	28,915	30,509	32,681
V	28,877	30,465	32,016	33,633	35,219	37,470
VI	29,899	31,493	33,077	34,672	36,256	38,534

35-Hr Part-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	9.31	10.00	10.70	11.40	12.10	13.04
II	9.65	10.34	11.05	11.74	12.44	13.38
III	10.38	11.08	11.78	12.48	13.18	14.12
IV	10.61	11.31	12.01	12.71	13.41	14.36
V	12.70	13.39	14.07	14.79	15.48	16.48
VI	13.13	13.84	14.53	15.25	15.93	16.94

40-Hr Part-Time Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	8.15	8.76	9.37	11.40	12.10	13.04
II	8.44	9.06	9.66	11.74	12.44	13.38
III	9.08	9.70	10.30	12.48	13.18	14.12
IV	9.28	9.90	10.50	12.71	13.41	14.36
V	11.11	11.72	12.32	14.79	15.48	16.48
VI	11.50	12.12	12.72	15.25	15.93	16.94

Senior Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
I	24,353	26,185	28,008	29,836	31,667	34,099
II	25,242	27,072	28,901	30,437	32,562	35,004
III	27,154	28,981	30,811	32,642	34,469	36,952
IV	27,754	29,585	31,414	33,252	35,086	37,583
V	33,207	35,035	36,819	38,677	40,502	43,091
VI	34,384	36,216	38,038	39,873	41,694	44,314

Other Part-Time Salaries

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Teacher A	7.48	7.60	7.78	7.89	8.03	8.18

Salary Schedule A						
2004-2005 Salary Schedule - effective September 1, 2003						
Full-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	21,865	23,510	25,146	26,787	28,432	30,615
II	22,663	24,305	25,948	27,584	29,235	31,429
III	24,380	26,020	27,663	29,307	30,947	33,177
IV	24,918	26,562	28,205	29,855	31,501	33,743
V	29,815	31,455	33,056	34,726	36,363	38,688
VI	30,871	32,516	34,152	35,799	37,435	39,786
35-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	9.62	10.33	11.05	11.78	12.50	13.46
II	9.97	10.68	11.41	12.13	12.85	13.81
III	10.71	11.44	12.16	12.88	13.60	14.58
IV	10.95	11.68	12.40	13.12	13.85	14.83
V	13.11	13.82	14.52	15.27	15.98	17.01
VI	13.56	14.29	15.01	15.74	16.45	17.49
40-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	8.41	9.05	9.67	11.78	12.50	13.46
II	8.72	9.35	9.98	12.13	12.85	13.81
III	9.38	10.01	10.64	12.88	13.60	14.58
IV	9.58	10.22	10.84	13.12	13.85	14.83
V	11.47	12.10	12.72	15.27	15.98	17.01
VI	11.87	12.51	13.13	15.74	16.45	17.49
Senior Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	25,144	27,036	28,918	30,805	32,696	35,208
II	26,062	27,952	29,840	31,426	33,620	36,142
III	28,036	29,922	31,812	33,703	35,589	38,153
IV	28,656	30,547	32,435	34,332	36,226	38,805
V	34,286	36,174	38,015	39,934	41,818	44,491
VI	35,501	37,393	39,274	41,169	43,049	45,754
Other Part-Time Salaries						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
TEACHER A	7.72	7.84	8.03	8.15	8.29	8.45

Salary Schedule B						
2002-2003 Salary Schedule - effective September 1, 2002						
Full-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	20,966	22,523	24,080	25,639	27,195	29,270
V	22,925	24,467	26,012	27,558	29,100	31,197
VII	24,630	26,171	27,721	29,264	30,803	32,935
VIII	26,413	27,955	29,496	31,038	32,584	34,744
XI	29,028	30,576	32,113	33,662	35,200	37,412
35-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	9.21	9.90	10.59	11.27	11.96	12.86
V	10.07	10.75	11.43	12.11	12.79	13.71
VII	10.83	11.51	12.18	12.86	13.53	14.48
VIII	11.61	12.29	12.96	13.65	14.32	15.26
XI	12.75	13.44	14.11	14.80	15.47	16.45
40-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	8.06	8.66	9.26	9.87	10.45	11.26
V	8.82	9.41	10.00	10.60	11.19	12.00
VII	9.48	10.07	10.66	11.26	11.85	12.67
VIII	10.16	10.75	11.35	11.94	12.54	13.37
XI	11.17	11.76	12.35	12.95	13.53	14.39
Senior Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	24,111	25,901	27,693	29,485	31,275	33,660
V	26,363	28,137	29,913	31,691	33,465	35,876
VII	28,325	30,098	31,881	33,654	35,424	37,875
VIII	30,375	32,149	33,920	35,695	37,472	39,955
XI	33,382	35,161	36,930	38,712	40,480	43,023

Salary Schedule B						
2003-2004 Salary Schedule - effective September 1, 2003						
Full-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	21,595	23,199	24,803	26,408	28,011	30,148
V	23,612	25,201	26,792	28,384	29,973	32,133
VIII	27,206	28,794	30,381	31,969	33,562	35,786
XI	29,899	31,493	33,077	34,672	36,256	38,534
35-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	9.48	10.20	10.91	11.61	12.32	13.25
V	10.38	11.08	11.78	12.48	13.18	14.12
VIII	11.96	12.66	13.35	14.06	14.75	15.72
XI	13.13	13.84	14.53	15.25	15.93	16.94
40-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	8.31	8.92	9.54	10.16	10.77	11.60
V	9.08	9.70	10.30	10.92	11.52	12.36
VIII	10.46	11.08	11.69	12.30	12.91	13.77
XI	11.50	12.12	12.72	13.34	13.94	14.82
Senior Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	24,835	26,678	28,523	30,369	32,213	34,670
V	27,154	28,981	30,811	32,642	34,469	36,952
VIII	31,286	33,114	34,938	36,765	38,597	41,153
XI	34,384	36,216	38,038	39,873	41,694	44,314

Salary Schedule B						
2004-2005 Salary Schedule - effective September 1, 2004						
Full-Time Salary Schedule						
Grade	Step	Step 2	Step 3	Step 4	Step 5	Step 6
II	22,296	23,953	25,609	27,266	28,921	31,127
V	24,380	26,020	27,663	29,307	30,947	33,177
VIII	28,090	29,730	31,368	33,008	34,652	36,949
XI	30,871	32,516	34,152	35,799	37,435	39,786
35-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	9.79	10.53	11.26	11.98	12.72	13.68
V	10.71	11.44	12.16	12.88	13.60	14.58
VIII	12.34	13.07	13.78	14.51	15.23	16.23
XI	13.56	14.29	15.01	15.74	16.45	17.49
40-Hr Part-Time Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	8.58	9.21	9.85	10.49	11.12	11.97
V	9.38	10.01	10.64	11.27	11.90	12.76
VIII	10.80	11.44	12.07	12.70	13.33	14.22
XI	11.87	12.51	13.13	13.77	14.39	15.30
Senior Salary Schedule						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
II	25,642	27,546	29,450	31,356	33,260	35,797
V	28,036	29,922	31,812	33,703	35,589	38,153
VIII	32,303	34,190	36,073	37,960	39,851	42,491
XI	35,501	37,393	39,274	41,169	43,049	45,754

NEW YORK STATE EMPLOYEES RETIREMENT SYSTEMS FOR INFORMATION ONLY

The conditions and descriptions below are only general in nature, and there may be significant errors or omissions important to an individual. No claim is made or implied as to accuracy or completeness. If a member desires more complete information, call the New York State Employee's Retirement System at (518) 474-7736.

TIER I – Member must have joined the system prior to 7/1/73.

Eligible to retire at age 55.

Service Retirement Benefits – If you retire with 20 or more years of service credit, your guaranteed service retirement benefit will be 1/50th (2%) of your final average salary for each year of service credit.

If you retire with less than 20 years of service credit, your benefit will be 1/60th (1.66%) of your final average salary for each year of service credit.

Under this plan, the pension portion of your retirement allowance cannot exceed 75% of your final average salary.

TIER II – Members are those who joined the system on or after 7/1/73 but prior to 7/27/76.

Eligible to retire with full benefit at age 62 – a penalty will be imposed for retirement between ages 55 and 62. (No penalty is imposed if you have 30 years of credited service.)

Service Retirement Benefits – If you retire with 20 or more years of service credit, your guaranteed service retirement benefit will be 1/50th (2%) of your final average salary for each year of service credit.

If you retire with less than 20 years of service credit, your service retirement benefit will be 1/60th (1.66%) of your final average salary for each year of service credit.

Under this plan, the pension portion of your retirement allowance cannot exceed 75% of your final average salary.

TIER III – Members are those who joined the system on or after 7/27/76 and prior to 9/1/83.

Eligible to retire with full benefit at age 62 – a penalty will be imposed for retirement between ages 55 and 62. (No penalty is imposed if you have 30 years of credited service and you retire under Article 15.)

Service Retirement Benefits – If you retire with 20 or more years of service credit, your service retirement benefit will equal 1/50th (2%) of your final average salary multiplied by your years of credited service (not to exceed 30 years), plus 3/200th (1.5%) of your final average salary for each year of credited service beyond 30 years.

If you retire with less than 20 years of service, your normal service retirement benefit will be 1/60th (1.66%) of your final average salary multiplied by your total years of credited service.

TIER IV – Members are those who joined the system on or after 9/1/83.

Eligible to retire with full benefit at age 62 – a penalty will be imposed for retirement between ages 55 and 62. (No penalty is imposed if you have 30 years of credited service and you retire under Article 15.)

Service Retirement Benefits – If you retire with 20 or more years of service credit, your service retirement benefit will equal 1/50th (2%) of your final average salary multiplied by your years of credited service (not to exceed 30 years), plus 3/200th (1.5%) of your final average salary for each year of credited service beyond 30 years.

If you retire at normal retirement age but with fewer than 20 years of credited service, your retirement allowance will be 1/60th (1.66%) of your final average salary times your years of credited service.

