"COLLECTIVE BARGAINING AGREEMENT"
BY AND BETWEEN THE
BOARD OF TRUSTEES
of the
NORTH COUNTRY COMMUNITY COLLEGE
AND
CSEA, Inc. Local 1000 AFSCME, AFL-CIO
FOR THE
NORTH COUNTRY COMMUNITY COLLEGE UNIT 6810
ESSEX COUNTY LOCAL 816

September 1, 2025 - August 31, 2028

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DEFINITIONS

AREA SUPERVISOR:

shall include the Executive Assistant to the President, Vice President for Academic Affairs, Vice President for Administration/Chief Financial Officer, Vice President for Marketing and Enrollment, Associate Vice President for Student Affairs, Chief Financial Officer, and Human Resources Director.

ASSOCIATION:

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

BOARD:

shall mean the North Country Community College Board of Trustees.

COLLEGE:

shall mean North Country Community College.

COUNTIES:

shall mean the Essex County Board of Supervisors and the Franklin County Legislature.

EMPLOYEE:

shall mean all members (dues and non-dues paying) of the CSEA bargaining unit.

IMMEDIATE SUPERVISOR:

shall mean the person to whom the employee reports.

REGULARLY SCHEDULED PART-TIME EMPLOYEE:

shall mean a part-time employee who is scheduled to work at least ten (10) hours per week on a regular basis but not more than twenty-five (25) hours per week.

UNIT:

shall mean the North Country Community College Unit (Unit 6810) of CSEA.

YEARS OF SERVICE:

shall mean the total length of time an employee (as defined above) has worked at the College without a break in employment of more than twelve (12) months. In all cases, prior years of service shall _not_ count towards seniority. An employee who has a break in service of *more than* twelve (12) months will forfeit all prior years of service. If an employee has a break in employment of *less than* twelve (12) months, previous years of service will continue to count towards total years of service.

ARTICLE I - REQUIREMENT OF LEGISLATIVE ACTION.

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

ARTICLE II - SAVINGS CLAUSE.

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

ARTICLE III - MANAGEMENT RIGHTS.

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

ARTICLE IV - ASSOCIATION RECOGNITION/STATUS.

4.1 The College recognizes the Association as the lawfully designated exclusive representative of all full-time and regularly scheduled part-time employees of the College for the purpose of collective negotiations and the processing of grievances in a unit composed of the following list of titles:

Account Clerk	Building Maintenance Foreman
Account Clerk/Typist	Building Maintenance Worker
Administrative Aide	Building Maintenance Worker, I
Administrative Assistant	Cleaner
Audio/Visual Aide	Clerk

Custodian	Security Guard
Data Entry Machine Operator	Senior Account Clerk
Head Custodian	Senior Library Clerk
Help Desk Technician	Senior Maintenance Worker
Laborer	Senior Typist
Micro Computer Operator	Telephone Operator
Payroll Clerk	Typist
Principal Account Clerk	Watchkeeper
School Purchasing Agent	

a) This excludes all others of the same or comparable title or function as specified above working less than ten (10) hours per week on a regular basis and excluding all other employees including Administrators and Faculty. Such recognition shall extend to the maximum period permitted by law.

b) Additional titles that are created by the College which are appropriate and have a community of interest in this bargaining unit shall be included in the bargaining unit by mutual agreement of the parties.

c) The College shall provide timely written notice of all new hires in the bargaining unit. The College will also provide notifications of any bargaining unit member(s) separation from employment. Notification of all items above shall be within a seventy-two-hour time frame and will be presented in writing to the Unit President or his/her designee. In addition, the Unit President shall be notified of newly created Civil Service positions.

4.2 **<u>Dues Deduction</u>**:

The College shall deduct from the wages, regular membership dues and other authorized deductions for those employees who have signed dues deductions authorization cards and remit dues payments to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210 at the end of each month.

a) The Association indemnifies and holds harmless the College, its agents, representatives and/or its designees against any and all claims, costs, suits, or other forms of liability and all court costs arising as a result of deductions taken out of employee wages by the College in accordance with the terms of this Agreement.

b) CSEA membership dues shall be deducted bi-weekly in equal installments.

c) An employee may withdraw his/her authorization for membership dues deduction at any time by written notice to the College. Notification must take place at least two (2)

weeks prior to the effective pay period. The member is also required to mail a copy of such notice to the Association at the address listed below:
CSEA Inc.
CSEA Statewide Treasurer
143 Washington Avenue
Albany NY 12210

4.3 **Payroll Deduction**:
Employees may, in writing, authorize personal payroll deductions and other Association authorized deductions all subject to processing capabilities.

4.4 **Board of Trustees' Minutes**:
The minutes from the Board of Trustees meetings will be made available at the College website upon approval.

4.5 **College/Association Relations**:

a) Labor Management Meetings shall be held at the request of either the President of the Unit, or the President of the College, at a mutually agreed time and location; each party may choose two (2) additional representatives.

b) Clarification of administrative matters arising from Labor/Management meetings shall be reduced to writing by the College and submitted to CSEA.

4.6 **Availability of Budgetary and Statistical Information**:
The College, upon request of the President of the Unit, will provide the President of the Unit with relevant data for use in negotiations and will make available such public records, data and information requested by the President of the Unit relevant to the negotiations. As soon as available, the College will provide the President of the Unit with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements, and allocations. The College will also make available to the President of the Unit, for inspection, all public records, data, and information.

4.7 **Organizational Leave**:
Unit officers will be granted up to four (4) days per year each to attend official Association functions located off campus. No more than two (2) officers shall be permitted leave at any given time. The Unit President will send written notification to the unit officer's immediate supervisor and to Human Resources at least five (5) business days prior to the start of the leave.

4.8 **Reciprocal Rights:**

a) The College recognizes the **right of employees to designate** Unit and/or Association representatives to appear on their behalf to discuss salaries, working conditions, benefits, grievances, and disputes as to terms and conditions of this contract.

b) The parties shall administer their respective obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed or union affiliation.

c) The Unit shall have the **right to post notices** and other communications on the mutually agreed, specified bulletin boards maintained on the premises of the College. Officers and agents of the Association shall have the right to visit the College's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement with twenty-four (24) hour notice by phone or in writing to the President of the College or her/his designee.

d) Employees must conduct Association and/or Unit business on their own personal time. However, the President or her/his designee of the Association shall be granted reasonable time when necessary during working hours to investigate and process grievances. Time at grievance hearings scheduled during working hours will not be deducted from employees' pay.

e) Employees shall be allowed time off from their jobs for attendance at local Association business meetings for a period of time not to exceed one-half (1/2) hour every other month.

f) With forty-eight (48) hours' notice or earlier, unless otherwise agreed, employees will be allowed to **examine their personnel file** and any public record pertaining to their own personal history and employment. Said employees shall have the right to have their Association representative present at such review. Personnel files are reviewed in the presence of a College administrator.

g) Employees shall be provided with an **official job description** of their position.

h) Association representatives have the right to represent any employee(s) before the appropriate body involving the employee(s) grade allocation, if requested.

i) **Civil Service examinations** will be advertised in advance and copies of each exam notice will be placed on specified bulletin boards.

j) The Association, if requested, shall have the right to represent its members under the Grievance Procedure herein, in accordance with the Civil Service Law and the rules and regulations of North Country Community College.

k) **Association meetings** and/or business may be held on College premises and on College time if and when space is available and with the permission of the President of the college or her/his designee. A minimum of twenty-four (24) hours prior notice will be given to the appropriate Area Supervisor. The Association may be required to pay for extra costs incurred as a result of using College facilities for Association business (i.e., copies, telephone, etc.).

l) The **probationary period** shall be twenty-six (26) weeks for all full-time and part-time employees beginning on their hire date.

m) **Time off with pay** shall be granted to any employee wishing to attend College governance meetings or any member of an all-college committee for attendance at committee meetings, each with prior approval.

n) Normally, bargaining-unit members will receive a **written evaluation** from their immediate supervisor in January of each year or as soon thereafter as administratively feasible. Supervisory evaluations of employees will be based on the employee's years of service and occur as follows:

    i. Year 1-5 = a supervisory evaluation will be conducted yearly;
    ii. Year 6-10 = a supervisory evaluation will be conducted every 2nd year;
    iii. Year 11-15 = a supervisory evaluation will conducted every 3rd year;
    iv. Year 16+ = a supervisory evaluation will be conducted every 4th year.

    Both the supervisor and the employee may request evaluations outside of this schedule. Self-evaluations are optional for the employees.

o) **Joint conferences** between authorized committees of the Association and appropriate management representatives may be held at any time by mutual agreement.

4.9 **<u>Educational Opportunities for Bargaining Unit Members and Families</u>**.

a) Tuition-Free Benefits will extend to the following:

    i. All full and part-time Bargaining Unit Members and their family members, as defined below, and
    ii. Retired Bargaining Unit Members.

b) Tuition Waivers shall not be unduly denied unless they have been submitted by the unit member *after* the add/drop period of the semester.

c) For the purposes of this article, a *family member* shall include:
   i. Children (to include stepchildren) and grandchildren of all full-time and part-time bargaining unit members, and
   ii. Spouse & Domestic Partner (of all full-time and part-time bargaining unit members) as defined by NYS.

d) Specific Benefits
   i. Bargaining Unit Member: Tuition and fees will be waived except for course-specific fees and books, which will be the responsibility of the Bargaining Unit Member. Total credits will be limited to thirty (30) credit hours or non-credit hour equivalents each fiscal year and available as class size allows.
   ii. Family Member with NYS Residency – Only tuition will be waived. The family member is expected to pay all fees including course-related fees and book costs. Total credits will be limited to thirty (30) credit hours or non-credit hour equivalents each fiscal year and available as class size allows. Reasonable proof of relationship is required per the Office of the State Comptroller.
   iii. Family Member with Non-NYS Residency – The family member will receive a 50% tuition reduction and is expected to pay all fees including course-related fees and book costs. Total credits will be limited to thirty (30) credit hours or non-credit hour equivalents each fiscal year and available as class size allows. Reasonable proof of relationship is required per the Office of the State Comptroller.

e) Requirements and Expectations for Employees
   i. Any and all courses must be taken at times that do not conflict with the employee's regularly scheduled workday unless approved by the employee's immediate supervisor.
   ii. If a course(s) is taken during an employee's regularly scheduled workday, the time must be charged to the employee's accrued vacation, personal or compensatory time or must be 'accounted for' with an approved plan to "make-up" time; this plan must be approved by the immediate supervisor and submitted with the course request before approval can be given.
   iii. The immediate supervisor will reasonably approve or disapprove of the request to take a course(s) during the regularly scheduled workday in a timely fashion. Any coursework that an employee wants to take that is not during their regularly scheduled workday is not subject to "make-up" time.

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

4.11 **CSEA will print and distribute** copies of this Agreement to the employees in the bargaining unit.

ARTICLE V - SENIORITY.

5.1 **Seniority Provisions:**

a) Seniority shall be measured from the most recent date of hire as a full-time employee (excluding leaves of absence, layoff periods of less than two (2) years, and/or change in employment status from full-time to part-time or vice versa). A seniority list within title shall determine layoffs and recalls to work.

b) Seniority shall be given consideration when filling or promoting in non-competitive and labor class positions provided the person is qualified to perform the duties of the position. If, in the judgment of the College, two or more employees seeking to fill the position are equally fit to fill the position, seniority shall prevail.

5.2 An employee who is laid off due to job abolishment may displace a less senior employee in the same title or retreat to an existing title for which he/she is qualified, per Civil Service regulations.

5.3 When an employment vacancy exists, consideration will be given to applicants who are members of the bargaining unit and qualified for the position before the position is offered to outside persons. Such transfer is subject to approval by the appropriate Area Supervisor or her/his designee.

The College shall notify all bargaining unit members by email of any vacancies, and notice shall also be given to the Unit President.

ARTICLE VI - WORKDAY AND WORK WEEK AND OVERTIME.

6.1 Full-time clerical employees shall work a seven and one-half (7½) hour workday with one-half (½) hour for lunch; the workweek shall be thirty-seven and one-half (37½) hours. The workday for full-time custodial and maintenance employees shall be eight (8) hours exclusive of one-half (½) hour for lunch; the workweek shall be forty (40) hours.

6.2 For graduation and registration days, the College shall request employees on a voluntary basis who wish to work. Employees shall be selected based upon seniority. If there is an insufficient number of employees on the voluntary list, qualified employees may be assigned in an inverse order of seniority. Employees shall be paid at the applicable rate.

6.3 The College will adopt summer hours set forth in either (a) or (b) below and notify all bargaining unit members by email no later than March 21st of each year of the contract of the option selection by the College.

a) During the summer months, full-time Bargaining Unit members may work a six and one-half (6½) hour day Monday through Friday with no reduction in pay. Part-time Bargaining Unit members shall continue to work their allotted number of hours.

b) During the summer months, full and part-time employees may work four-day work weeks of Monday through Thursday. Full-time maintenance and full-time custodial employees will work thirty-four and a half (34½) hours per week. Full-time clerical employees will work thirty-two and a half (32½) hours per week. There will be no reduction in pay for full-time Bargaining Unit members. Part-time Bargaining Unit Members shall continue to work their allotted number of hours.

6.4 Overtime

a) Hours worked in excess of the normal workday shall be considered *overtime hours.* All hours worked beyond forty (40) hours per week shall be considered overtime and be paid at one and one half (1½) times the employee's regular hourly rate or awarded at one and one-half (1½) hours for each hour worked over forty (40) hours and must have the approval of the employee's immediate supervisor and/or appropriate Area Supervisor or her/his designee. No employee's regular hours of work shall be altered to avoid payment of overtime.

b) *Scheduled overtime* is pre-planned and shall be offered to employees who volunteer to be on a rotating roster based on seniority per specified department and campus.

c) *Unscheduled Overtime*

i. *Called-in Overtime* occurs when an employee is requested to go to campus outside of regularly scheduled hours or when the employee is not scheduled to work (e.g., before or after their scheduled shift, non-workdays, vacation time, holidays). Employees who are called in for *unscheduled overtime* shall be paid a minimum of three (3) hours at their applicable overtime rate.

ii. *Other Unscheduled Overtime:* Employees who are requested to work unscheduled overtime outside of regularly scheduled hours or when the employee is not scheduled to work (e.g., before or after their scheduled shift, non-workdays, vacation time, holidays) from their home workstations shall be paid a minimum of three (3) hours at their applicable overtime rate.

Employees may elect to use earned overtime as compensatory time as defined in 6.5.

d) *Rotating Overtime Roster:* Employees volunteering for overtime shall submit their names to their immediate supervisor, creating a rotating overtime roster. The roster shall be submitted to the area supervisor by the immediate supervisor. The rotating overtime roster shall be listed in the order of seniority and shall be utilized for both scheduled and unscheduled overtime, allowing for equity within the department. If there are an insufficient number of volunteers, qualified employees shall be mandated to work overtime by inverse order of seniority (least senior first). This provision shall not apply where it is necessary to extend the workday of employees to complete a work assignment.

6. 5 Compensatory Time

Compensatory Time (aka "comp time") is an arrangement where the full-time employee takes paid time off instead of receiving pay for hours worked beyond their regular work schedule. Employees will be awarded one hour for each hour worked above their regular work schedule. Hours worked above 40 hours will be awarded at one and one-half (1½) times per hour worked. Comp time must be taken within the following two (2) pay periods unless otherwise agreed upon by both the employee and the immediate supervisor.

6.6 The College has the right to change the regular work schedule on seven (7) days' notice to the employee involved provided that the change is not intended to avoid overtime. The Unit President shall be notified prior to the change taking effect.

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

ARTICLE VII - HOLIDAYS.

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

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

In addition to the foregoing holidays, each employee shall have two (2) floating holidays to be taken prior to August 31 of the year of entitlement.

7.2 Part-time employees:

a) Part-time employees regularly scheduled to work in excess of twenty-five (25) hours per week shall receive the above holidays.

b) Part time employees working twenty-five (25) hours per week or less shall be entitled to the following paid holidays:

New Year's Day	Thanksgiving Day
July 4th (Independence Day)	Christmas Day

7.3 Holidays which fall on Saturday shall be observed the preceding Friday and shall be considered non-working days. Holidays which fall on Sunday shall be observed the following Monday and shall be considered non-working days.

7.4 The foregoing regulations shall not be construed as preventing the College from granting employees additional days off with pay.

ARTICLE VIII - VACATIONS.

8.1 Vacation Days are credited on September 1, however they are earned on a pro-rata basis throughout the year. If an employee terminates employment during the year, any vacation that has been used but not earned will be charged to the employee and he/she will be required to pay the college back for that unearned vacation which he/she has used.

8.2 All full-time employees shall have their vacation time calculated in accordance with the following schedule:

Date of Hire through 3 years of Service	12 days annual vacation
After 3 years of service	13 days annual vacation
After 4 years of service	14 days annual vacation
After 5 years of service	15 days annual vacation
After 8 years of service	17 days annual vacation
After 10 years of service	18 days annual vacation
After 15 years of service	20 days annual vacation
After 20 years of service	24 days annual vacation

8.3 Vacation days may not be used until six (6) months' service time has elapsed. Credits will accrue during that time.

8.4 A recognized holiday which falls during an employee's vacation period shall not be charged as a used vacation day.

8.5 No employee can carry more than twenty (20) days' vacation credit from one contract year to the next. However, should an employee not use his/her vacation in the year in which it was earned, said employee may carry over that unused vacation to the next year only under the following conditions:

a) the employee made good faith efforts to use his/her vacation;

b) the use of his/her vacation was denied;

c) the President of the College shall have the discretion to determine if the conditions of a) and b) were met and shall have the discretion to approve the carry-over of said vacation;

d) said vacation which was carried over must be used within the year which it was carried over to. If not, that vacation which was carried over will be forfeited.

8.6 All part-time employees regularly scheduled to work over twenty-five (25) hours per week will accumulate vacation leave on a pro rata basis with full-time employees.

8.7 All vacations will be approved by the immediate supervisor and/or the appropriate Area Supervisor or her/his designee. Vacation requests shall be considered for approval within ten (10) working days of request. Departmental seniority shall prevail in vacation request conflicts provided that the request for the vacation was submitted prior to March 15.

8.8 At time of severance, an employee will be paid accumulated vacation leave on a pro rata basis. Time carried over from the previous year shall be included up to the contract limits.

8.9 **Employee Leave Donation:**

The College recognizes that catastrophic events may arise whereby the employee has no available leave time to use. In such cases, said employee shall be eligible to receive a "donation" of leave time from other members of the bargaining unit and/or other College employees under the following conditions:

a) this provision shall only be available for bona fide emergencies;

b) the affected employee has exhausted all other leave time available to him/her including the benefits of the sick leave bank, if applicable;

c) the affected employee may receive up to a total of fifteen (15) donated days annually from other members of the bargaining unit and/or other college employees, unless mutually agreed upon;

d) employees may donate only accumulated vacation time and/or floating holidays (only the 2 floating holidays);

e) the Unit shall be responsible for application to and tentative approval of emergency leave donation;

f) once the affected employee has received tentative approval for emergency leave donation, the Association shall provide Human Resources with verification of the tentative approval. Said verification shall be in writing and shall include:
   (i) the signature of the Unit representative providing tentative approval;
   (ii) the total amount of leave time the affected employee is receiving (not to exceed 15 days annually, unless mutually agreed upon);
   (iii) the names of employee(s) donating leave time and the respective amounts donated.

g) once received, Human Resources will work with the employee's immediate supervisor who will provide final approval of the emergency leave.

ARTICLE IX - LEAVES.

9.1 **Annual Leave:**

Full-time members of the Bargaining Until are entitled to the following annual leave:

a) Full-time employees hired prior to September 1, 1989, shall be entitled to:
   - seventeen (17) sick days,
   - three (3) personal days and
   - four (4) bereavement leave days.

b) Full-time employees hired after September 1, 1989, will receive:
   - thirteen (13) sick days,
   - three (3) personal leave days and
   - four (4) bereavement leave days.

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

9. 2 **Sick Leave**:

The sole purpose of this provision is to provide sick leave for those employees who suffer from a personal illness, exposure to a contagious disease, other health-oriented reasons, and/or injury and are unable to perform their job functions. Sick leave may also be utilized for illness, injury, and/or health appointments in an employee's immediate family. Sick leave may also be used to provide caregiving to immediate family members. Sick leave is earned monthly and accumulates to a maximum 185 days. An employee who claims sick leave under false pretenses or who abuses this provision may be subject to immediate disciplinary action.

a) When a bargaining unit member finds it necessary to absent himself/herself, he/she shall notify his/her immediate supervisor at least one (1) hour before the scheduled start of work on the first day of the absence and every day of absence thereafter.

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

c) During the period that the employee is required to bring in a note, if the employee fails to bring in a note within two (2) working days of absence, the employee shall not be paid for the day.

d) When necessary, the College may require an employee to be examined by a qualified medical provider designated by the College at its cost.

e) Where an employee has demonstrated a pattern use of sick leave, the employee shall be counseled by the immediate supervisor and/or area supervisor and shall be notified in writing that the employee may be required to provide a qualified medical provider's note for each absence. At the end of six (6) months, if the pattern ceases, as determined by the area supervisor, the employee shall be notified in writing, with a copy to the Unit President, whether or not the requirement shall be continued.

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

9.3 **Sick Leave Bank:**

Unit members may elect to join the Sick Leave Bank. Eligibility to participate begins after completion of the first year of employment and when the unit member has contributed up to three (3) sick days to the bank. Continued donations are expected for a total of three (3) consecutive years.

Membership into the Sick Leave Bank allows the unit member to 'draw days' when needed for personal illness or injury, or to provide necessary care for an immediate family member who has an illness or injury. The member's accrued sick leave must be exhausted or expected to be exhausted *prior to* borrowing from the Sick Leave Bank.

If an employee is unable to contribute three (3) sick leave days at the completion of any year of service, he/she may contribute three (3) sick leave days to the Bank when he/she accumulates three (3) days sick leave.

a) An employee with one or more years' of service at the College, who has contributed to the Bank, may be permitted, upon written application and presentation of a qualified medical provider's note to the Sick Leave Bank Committee, to draw up to fifteen (15) working days for each completed year of employment, after his/her own accumulation of sick leave days has been exhausted, for illness or accident, and/or in situations where a member of the employee's immediate family suffers from an illness and/or injury which requires the employee's attendance as provided in the preceding paragraphs.

b) A member may draw additional sick leave days upon special action of the Sick Leave Bank Committee. Such action may permit the employee to draw an additional fifteen (15) working days for each completed year of employment to a maximum withdrawal (initial and special action) of one hundred twenty (120) days. When a member has repaid the Bank, according to the Sick Leave Bank rules, he/she will be eligible to draw additional sick leave days from the Bank.

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

d) A sick leave bank committee will be established as necessary and will consist of a representative from Human Resources and four (4) members of the Association which will include the unit president. All sick leave bank applications shall be submitted to the committee, including all applicable paperwork.

e) This Sick Leave Bank shall be reviewed by the Sick Leave Bank Committee each October, with reports and recommendations made to the Association and the College for their consideration.

f) An employee's contributed sick leave days may not be withdrawn upon termination of his/her Sick Leave Bank membership.

g) An employee may cancel his/her membership in the Sick Leave Bank only at the September anniversary of the Sick Leave Bank. A Sick Leave Bank member may not cancel membership while in debt to the Bank. Any sick leave days he/she has contributed to the Sick Leave Bank will remain in the Bank. Any individual who has canceled or terminated his/her membership can rejoin at the September anniversary of the Sick Leave Bank, with approval of the Sick Leave Bank Committee.

h) All decisions of the Sick leave Bank Committee are final and binding and not subject to the grievance procedure

9.4 Personal Leave:

The purpose for personal leave is to provide full-time employees with time off for conducting personal matters that could not otherwise be conducted outside normal work hours. Examples of proper use would be for important family matters, conducting personal legal affairs, and conducting personal business affairs that cannot be reasonably scheduled outside normal working hours.

An employee may be given up to three (3) days personal leave without loss of pay annually, upon approval of his/her immediate supervisor and the appropriate Area Supervisor or her/his designee, except in cases of emergency requiring the employee's presence, and will not be granted if such absence will interfere with the proper conduct of college business necessitating the presence of the employee. Approval will not be unreasonably withheld. Said personal leave shall be, when possible, applied for at least twenty-four (24) hours in advance and may not be used as vacation days. Any abuse of this principle may result in disciplinary action. Personal leave may be used in half-day units. A record of such personal leave shall be filed with the Payroll Office.

No notice from the College or any other source will be given to employees to the effect that "X" number of personal days are left to take, or they will be lost. An employee who claims personal days under false pretenses may be subject to immediate disciplinary action. An employee's unused personal leave will be converted to sick leave at the end of each fiscal year.

9.5 **Off-the-Job Disability Leave:**

Any employee who is absent due to disability shall be allowed to utilize sick leave credits. Off-the-Job-Disability Leave shall be that period of time from the date that the employee is no longer capable of performing his/her regular duties due to an Off-the-Job-disability and terminates on the date that it is determined by credible medical documentation that the employee is capable of returning to work to perform his/her normal job duties.

Once an employee has been absent due to a disability hereunder for five consecutive days, Section 73 of the Civil Service Law shall apply with regard to tolling of time as provided in its Rules and Regulations.

9.6 **Leave of Absence without Pay:**

Full-time employees may apply for a leave of absence without pay, not to exceed one (1) year from the time of granting, after one (1) year of service, and with at least two (2) weeks written notice to the appropriate Area Supervisor or her/his designee. The granting or denial of all leaves of absences, except as required by law, shall be at the discretion of the College Board of Trustees upon the recommendation of the President. The Board's determination shall be final on all parties. The denial of a leave of absence shall not be grievable.

a) Under special circumstances, an employee may apply for up to six (6) months additional leave. An employee who makes a written request to return to work prior to the expiration date of his/her leave may return early at the discretion of the President of the College provided such approval shall not be deemed as a precedent.

b) Upon the expiration of such leave of absence, the employee shall be reinstated with the restoration of all benefits previously enjoyed, including salary.

9.7 **Court and Jury Leave:**

Court and jury leave shall be authorized for any employee who receives official notice to report for jury duty or is subpoenaed. When in response to a subpoena or direction by a proper authority, an employee appears as a witness for the Federal Government, the State of New York, or a political subdivision thereof, he/she shall be entitled to court and jury leave with pay for the period required. Fees from service on jury will be returned to the College. Mileage will be retained by the employee.

9.8 **Workers' Compensation**

a) The College shall provide Workers' Compensation for all employees. Any employee injured while on duty as an employee of the College is required to file an **Accident/ Personal Injury Report** with the Office of Human Resources within three (3) working days. The immediate supervisor must make a full incident report to the Office of Human Resources. Proper forms are available from the Office of Human Resources or the Human Resources' website. If the College decides to make changes to the Workers' Compensation policy, they will notify the Unit President within five (5) business days.

b) Use of credited sick and/or vacation days may be used at the option of the employee. In such cases, the College will receive the Workers' Compensation entitlement for approved days lost due to injury or illness. Upon return to work, the employee shall have his/her sick time replenished based on the dollar amount of Workers' Compensation entitlement. This credit for sick leave will be computed to the nearest day by dividing the reimbursement received from the Workers' Compensation insurance carrier by the employee's daily rate for compensation.

c) The Workers' Compensation form, as noted above, must be filled out by the injured employee and the employee's physician and forwarded as soon as possible to the Office of Human Resources.

d) Employees must submit medical documentation that they are capable of returning to work to perform the essential functions of his or her job.

ARTICLE X - HEALTH AND LIFE INSURANCE PLANS.

10.1 **Health Insurance Contribution:**

a) Effective September 1, 2013, the College will contribute up to $1,450.00 per month toward the premium cost of health insurance for covered employees.

b) Employees hired after December 13, 2010, shall contribute 8% towards the health insurance premiums except at no time shall an employee hired after December 13, 2010, pay less toward the premium cost of health insurance than a member of the bargaining unit employed prior to December 13, 2010. It is further understood that no employee hired prior to December 13, 2010, shall be required to pay more than 8% of the total premium cost during the term of this Agreement.

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

a) The College will offer two types of plans for employees: (1) a participating provider plan (PPO) and (2) either a traditional Health Maintenance Organization (HMO) plan, or a Point of Service (POS) plan. Should the College decide to change plan(s), the new plan(s) must be comparable or better than the old plan(s).

b) The College agrees to notify members of the options available and costs of the premiums for the respective options. In addition, the College will notify the Unit President of renewal rates as soon as administratively feasible.

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

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

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

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

(iv) Active bargaining unit members who opt to drop their insurance coverage through the College shall be entitled to a Health Insurance Buy Out as follows:

1) Drop single/individual coverage: $1500 annually
2) Drop family coverage: $3000 annually

The bargaining unit member must have been employed at least one (1) year (including the probationary period) before the benefit is paid. The payment for said benefit will be made to employees in the first full pay period in December.

10.3 When the College is considering a change in healthcare insurers, and/or there is a need to address the continually increasing costs of health insurance premiums, a Health Insurance Committee will be formed. The Committee shall consist of no more than three (3) representatives of the Unit, three representatives of the College, and three (3) representatives of the other bargaining unit, should the other bargaining unit wish to participate.

10.4 **<u>Optional Contributory Term Life Insurance Plan:</u>**

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

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

10.5 **Insurance Coverage and Other Benefits for Employees on Leave:**

a) All full-time employees are to receive all insurance and retirement benefits during the entire twelve months of each year unless they resign, in which case the coverage will only be during the period of employment plus any grace period allowed for life and health insurance following the effective date of the resignation.

b) Employees on leave without pay may continue their insurance coverage if the employees reimburse the College for the entire costs of the premium involved.

10.6 **Employee Benefit Fund Dental:**

All Bargaining Unit members and all other benefit eligible College employees and their dependents (family coverage) may elect to enroll in dental coverage with CSEA Employee Benefit Fund Dental Plan at their own expense through payroll deduction and on a pre-tax basis, as permissible under law, and as such plan is available through CSEA. This coverage will commence with the effective date of this contract.

Effective September 1, 2019, bargaining unit members and all other benefit eligible College employees may elect to be covered under the Employee Benefit Fund's (EBF) Retiree Dental Plan in retirement at their own expense by making payments directly to CSEA Employee Benefit Fund, provided that the coverage election is made in writing to the EBF within ninety (90) days after the employee's retirement from the Employer.

10.7 **Employee Benefit Fund Vision:**

All Bargaining Unit members and all other benefit eligible College employees and their dependents (family coverage) may elect to enroll in vision coverage with CSEA Employee Benefit Fund Vision Plan at their own expense through payroll deduction and on a pre-tax basis, as permissible under law, and as such plan is available through CSEA. This coverage will commence with the effective date of this contract.

Effective September 1, 2019, bargaining unit members and all other benefit eligible College employees may elect to be covered under the Employee Benefit Fund's (EBF) Retiree Vision Plan in retirement at their own expense by making payments directly to CSEA Employee Benefit Fund, provided that the coverage election is made in writing to the EBF within ninety (90) days after the employee's retirement from the Employer.

ARTICLE XI - RETIREMENT.

11.1 All full-time employees appointed to a position in the classified Civil Service are required to enroll in the New York State Employees' Retirement System (ERS) as a condition of their employment. Part-time employees within Civil Service may opt into the ERS. In all cases, an application shall be completed by the employee under the direction of Human Resources within thirty (30) days of appointment.

11.2 **Military Service Credit:**
An employee enrolled in the NYS ERS who has served in the US Armed Forces may be eligible to purchase credit through NYS ERS toward their retirement benefit for their military service.

11.3 Employees have the right to opt for the benefits under 41j of the Retirement and Social Security law which allows for additional service credit of up to one-hundred sixty-five (165) days of accumulated sick days.

11.4 Employees fifty (50) years of age or older with ten (10) or more years of service, both as of the date of retirement may, at their option, elect to retire upon the following terms and conditions:

a) Retirement shall be as of August 31 unless otherwise agreed to by the College President and the Board of Trustees;
b) CSEA staff members wishing to retire will notify the College within a reasonable time frame but never less than one (1) month prior to the retirement date unless mutually agreed upon by the College and CSEA;
c) An employee electing retirement shall for each of the three (3) years following notice, receive the sum of two thousand dollars ($2000) above base salary. If continuing to be employed, said sum shall be paid in fractional sums equal to the number of the employee's annual pay periods. If paid after retirement, said sum shall be paid in one payment annually during the month of January.

11.5 **Post-Retirement Health Insurance Benefits**

a) Employees who retired prior to September 1, 2022, shall have provided the health insurance coverage they received while employed, coordinated with Medicare, provided they remain current with their premiums. Retirees will contribute fifty percent (50%) of the premium costs with the remaining fifty percent (50%) of the premium costs borne by the College.

b) Effective September 1, 2022, employees who retire during this agreement under the terms of Article 11.4, shall be provided the health insurance coverage they received while employed, coordinated with Medicare, provided they remain current with their premiums as defined below. The remaining cost is to be borne by the College:

Years of Service	% of Premium Contribution from Employee
10-14	75%
15-19	50%
20+	25%

c) A retiring employee's health insurance shall be continued after retirement as set forth herein; however, it shall be discontinued if the retiring employee obtains health insurance coverage by way of other employment or other reasons.

ARTICLE XII - MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. Any individual arrangements, agreement or contract between the Board and the individual employee, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement.

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

12.3 The College agrees to provide shirts, pants and jackets in accordance with existing practice.

12.4 Employees who use their own personal cars on approved official business shall be reimbursed at the maximum allowable IRS rate.

12.5 The College shall provide an **overtime meal allowance** to all employees of five dollars ($5.00) for every block of three (3) hours of overtime worked where such work is continuous with the regular workday. Employees must submit a voucher and receipt to be entitled to such meal allowance.

12.6 **Notice of Lay-Off, Reduction in Workforce or Hours;**
The College, upon determining the need to lay-off CSEA staff (in either the non-competitive or labor classification), reduce CSEA work-hours, or retrench a CSEA position, shall provide fifteen calendar days' written notice to the affected CSEA member. Such written notice shall also be provided at the same time to the CSEA unit president.

In addition:

a) the College will compensate the employee for the balance of their accrued vacation, and
b) earned tuition waivers for course work at NCCC will be allowed during the following semester.

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

<u>ARTICLE XIII - SALARY.</u>

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

a) Full Time Employees:

Effective September 1, 2025 - full-time employees earning less than $20/hour as of August 31, 2025, will receive a .50/hour plus 3% increase in their hourly wage as of September 1, 2025; those earning $20/hour or more as of August 31, 2025, will receive a 4.5% increase in their hourly wage effective September 1, 2025.

Effective September 1, 2026 - full-time employees earning less than $20/hour as of August 31, 2026, will receive a .50/hour plus 3.5% increase in their hourly wage as of September 1, 2026; those earning $20/hour or more as of August 31, 2026 will receive a 3.5% increase in their hourly wage effective September 1, 2026.

Effective September 1, 2027 - all full-time employees will receive a 3.25% increase in their hourly wage as of August 31, 2026, effective September 1, 2027.

b) Part-Time Employees:

Effective September 1, 2025 - $0.50 per hour
Effective September 1, 2026 - $0 .30 per hour
Effective September 1, 2027 - $0 .30 per hour

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

13.3 All employees will be paid on alternate Fridays, unless such a day falls on a legal holiday or when the College is closed, in which case, the payday will be the workday preceding when the College is open, or pursuant to banking procedures or regulations.

13.4 Any full-time unit member shall be eligible and entitled to the following longevity payments. Biweekly payments will begin the first full pay period following their anniversary date, which will be pro-rated through the end of the current fiscal year and then as of September 1st.

Years Completed	Total Amount
10-14	$ 750
15-19	$1,000
20-29	$1,500
30 or more years	$2,250

ARTICLE XIV - RENEGOTIATION/TERM.

14.1 This Agreement is the entire agreement between the parties and terminates all prior agreements and understandings and concludes all collective negotiations during its term. In the event that either party wishes to enter into negotiations for a successor agreement, that party shall notify the other no later than April 1 prior to the expiration of the Agreement.

14.2 Except as may be otherwise provided herein, this Agreement and all provisions hereof shall become effective September 1, 2025 and shall terminate August 31, 2028.

ARTICLE XV - DISCIPLINE.

15.1 All non-probationary employees in the bargaining unit shall be accorded the same rights that competitive employees receive under the provisions of Section 75 of the Civil

Service Law as it relates to removal, suspension and discipline except that adverse written documents such as written warning notices and written reprimands may only be challenged under the grievance procedure. Non-dues paying members shall be responsible for his/her own defense costs and related expenses in the Discipline procedures.

15.2 An employee who is terminated either voluntarily or involuntarily after being convicted of charges under Section 75 of the Civil Service Law or who resigns without providing at least two weeks prior notice in writing to his or her Area Supervisor shall not be entitled to compensation for benefits, unless mutually agreed upon by the administration and CSEA.

ARTICLE XVI - GRIEVANCE PROCEDURE.

16.1 Definition of a Grievance:

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

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

16.2 Rights of the parties.

a) Rights of the Grievant:

1. The Grievant has the right of Association representation at all stages of this procedure.

b) Rights of the Unit/Association:

1. The Unit President shall receive a copy of any grievance, including materials, of any decision rendered pursuant to the grievance procedure.
2. The Unit and/or Association may file a Class Action grievance.

c) Mutual Rights:

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

16.3 **Grievance Procedure:**

Presentation.

a) STEP I:

   1. An employee who claims to have a grievance shall present said grievance to the appropriate Area Supervisor, in writing, within fourteen (14) working days after the aggrieved party knew or should have known of the events or conditions on which it is based. The fourteen (14) days will include weekend days worked for those employees scheduled to work weekends.

      Said written grievance shall identify the aggrieved party, the date of the occurrence of the grievance, an explanation of the facts relevant to the grievance, the provision of this Agreement alleged to have been violated, and a proposed remedy.

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

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

c) STEP III:

   1. If the Association is not satisfied with the decision at Step Il, and the Association determines that the grievance is meritorious, the Association may, within ten (10) working days after receiving the Step Il decision, submit the grievance to arbitration pursuant to PERB's Rules of Procedure.

   2. The selected arbitrator will schedule and hear the matter promptly. The arbitrator's decision will be in writing and will set forth his/her finding(s) of fact, reasoning and conclusions on the issue(s).

   3. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The Arbitrator shall be without power to add to, modify, or delete any provision contained in this Agreement.

4. The decision of the arbitrator shall be final and binding upon all parties.

5. The costs for the services of the arbitration including expenses, if any, will be borne equally by the College and the Association.

SIGNATURE PAGE

NORTH COUNTRY COMMUNITY COLLEGE		CIVIL SERVICE EMPLOYEES ASSOCIATION	
Chairperson, Franklin County Board of Legislators	10/2/25 Date	CSEA Labor Relations Specialist	8/21/25 Date
Chairperson, Essex County Board of Supervisors	10/23/25 Date	Unit President	8/20/25 Date
Chairperson, Board of Trustees	08/29/25 Date	Kathleen Goodrow Member, Negotiating Team	8/20/25 Date
Joe Keegan President, North Country Community College	08/29/25 Date	Maggie Willett Member, Negotiating Team	8/20/25 Date
		Member, Negotiating Team	Date

APPENDIX – CURRENT EMPLOYEE HOURLY RATE SCHEDULE

FT Clerical Hourly Rates				FT Facilities/Security Hourly Rates			
FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
$18.00	$19.06	$20.24	$20.90	$16.30	$17.30	$18.43	$19.03
$18.99	$20.07	$20.78	$21.45	$16.93	$17.95	$19.10	$19.72
$19.19	$20.28	$20.99	$21.67	$19.11	$20.20	$20.91	$21.58
$19.32	$20.41	$21.13	$21.82	$19.22	$20.31	$21.02	$21.71
$21.67	$22.65	$23.44	$24.20	$21.00	$21.95	$22.71	$23.45
$22.10	$23.09	$23.90	$24.68	$27.28	$28.51	$29.51	$30.46
$24.00	$25.08	$25.96	$26.80				
$25.62	$26.77	$27.71	$28.61				
$27.92	$29.18	$30.20	$31.18				
$28.04	$29.30	$30.33	$31.31				
$28.91	$30.21	$31.27	$32.28				

PT Clerical Hourly Rates				PT Facilities/Security Hourly Rates			
FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
$15.80	$16.30	$16.60	$16.90	$15.80	$16.30	$16.60	$16.90
$16.50	$17.00	$17.30	$17.60				
$23.35	$23.85	$24.15	$24.45				

***** The above hourly rates represent current employee wages and is for reference purposes only. Management reserves the right to establish new hire rates and is not restricted by those reflected above. The rates listed above does not set a precedent for a wage/grade scale.*****