



CSEA

AGREEMENT

BETWEEN

MONROE COMMUNITY COLLEGE

AND

THE CIVIL SERVICE EMPLOYEES

ASSOCIATION

Effective

September 1, 2012 through August 31, 2016

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AGREEMENT

This agreement entered into this 8th day of October, 2012, by and between Monroe Community College, with offices at 1000 E. Henrietta Rd., Rochester, New York, hereinafter called the "College" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Monroe Community College Employees Unit 7402, Local 828, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

The College and the Union declare it to be their mutual policy that in order to promote harmonious labor relations between the College and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no Article or Section in this contract is to be construed to be in violation of New York State Civil Service Law. Both parties to this agreement, furthermore, affirm that public employment is to be regarded as a lifelong career and that as such the terms, conditions of employment and working conditions shall be of the highest caliber to attract and maintain in employment with Monroe Community College the best personnel available. We furthermore affirm that each employee shall at all times be a dedicated, courteous representative of public employment, realizing full well that he/she is under the constant scrutiny of the public at large, and that he/she is performing an essential service private enterprise cannot undertake. Recognizing the moral principles inherent in Federal and State legislation, we hereby agree not to limit employment with the College or membership in the Union to any person because of their age, race, color, religion, sex, sexual orientation, national origin, marital status or disability.

The Union pledges its full cooperation to the College for purposes of implementing the Monroe Community College Affirmative Action Policy. In the event of a conflict between such policy and the specific and express provisions of this agreement, the contractual provisions shall prevail. The College and the Union agree to consult in respect to any Affirmative Action problem which may arise, with a sincere effort to resolve such problem.

ARTICLE 2 - RECOGNITION

SECTION 2.1: The College recognizes the C.S.E.A. as the sole and exclusive representative for all employees described in Article 3 for the purpose of collective bargaining and processing of grievances for the maximum period defined in the Taylor Act. In no event shall such sole and exclusive representation exceed the duration of this contract.

SECTION 2.2: The College shall accord the Union separate deductions on its payroll for membership dues as authorized by the employees in writing to Human Resources. The College shall also accord the Union separate deductions on its payroll for the insurance plans of the Union, not to exceed four (4) in number.

No other unrecognized employee organization shall be accorded any such payroll privilege.

SECTION 2.3: Effective upon execution of this agreement, the College shall deduct from the wages of each employee who is not a member of the Union an Agency Shop fee equivalent to the regular dues levied by the Union in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law and to remit such Agency Shop fees in accordance with Section 2.2 of this article.

SECTION 2.4: The C.S.E.A. shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or for reason of action taken by the employer, in reliance upon payroll deduction authorization cards submitted by C.S.E.A. to the employer.

SECTION 2.5: The C.S.E.A. 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 a strike or concerted withholding of services.

ARTICLE 3 - COLLECTIVE BARGAINING UNIT

SECTION 3.1: A general unit consisting of all College employees in pay groups 16 and below, with the following exceptions:

- (1) Part-time employees
- (2) Seasonal employees
- (3) Temporary employees
- (4) Employees classified as Managerial and/or Confidential as defined in the Act or as agreed to between the parties to this agreement
- (5) Unclassified employees
- (6) Employees represented by other negotiating units
- (7) Per diem employees

SECTION 3.2: Definitions: A part-time employee shall be defined as one who is regularly scheduled to work less than twenty-five (25) hours per week.

A seasonal employee is defined as one who is employed in a seasonal type position for a portion of a year only.

A temporary employee is defined as one who is employed in a temporary position which is not intended to be ongoing.

An unclassified employee is one who is defined in Section 35(i) of Civil Service Law.

The term "Board" means the Board of Trustees of Monroe Community College.

The term "College" shall mean Monroe Community College.

SECTION 3.3: The College agrees that any new title created which may be within the bargaining unit shall be submitted in writing to the unit president. The salary group of any title created within the bargaining unit of the Union shall be determined by the College. If there is disagreement regarding the College's determination of the salary group attached to such new title, the College agrees to enter into discussions with the Union.

The College agrees to notify the CSEA Unit President in writing of any proposed, new bargaining unit title or any proposed change in a Civil Service job description for a bargaining unit title prior to action by the Civil Service Commission.

ARTICLE 4 - COMPENSATION

SECTION 4.1: Effective 09/01/12, each employee shall receive a flat amount equal to \$750 not added to the base salary. The 2012 salary schedule will not be adjusted.

SECTION 4.2: Effective 09/01/13, each employee shall receive an increase equal to 2% on the salary schedule.

SECTION 4.3: Effective 09/01/14, each employee shall receive an increase equal to 2% on the salary schedule.

SECTION 4.4: Effective 09/01/15, each employee shall receive an increase equal to 2.5% on the salary schedule.

SECTION 4.5: All employees coming on the payroll of the College shall be hired at Step "X" of the salary schedule, or at a higher step at the discretion of the College President or designee. The College agrees to notify the Union in writing in respect to any employees who have been hired at a step higher than "X."

An employee commencing at Step "X" of the salary schedule shall, upon satisfactory evaluation after six (6) months, be upgraded to Step "A," effective with the first payroll period following this evaluation.

An employee beginning employment at a step higher than "X" of the salary schedule shall upon satisfactory completion of one (1) year of service be upgraded to the next step of the salary schedule.

The increment evaluation system of Monroe Community College shall continue in effect for the life of this agreement.

SECTION 4.6: When employees are promoted to a job title having a higher salary range, they shall, upon promotion, be paid the salary step in the higher pay group which is immediately above the salary being received in the old title, plus one additional step. Employees, who move to a new title without a change in pay group shall, for purposes of increment evaluation, retain their anniversary date prior to the title change.

SECTION 4.7: Pay days shall be bi-weekly on Thursday. Except in extenuating circumstances, which shall be communicated to CSEA, if the pay day falls on a holiday, the preceding work day shall become the pay day.

SECTION 4.8: All College employees' paychecks will show the number of hours worked and the overtime hours worked.

SECTION 4.9: An employee whose check is lost shall, upon completion of a certification of a lost check, be issued another check within five (5) working days of reporting the incident.

Employees in pay group 7 and below who receive an incorrect paycheck shall receive a check within five (5) working days of reporting the incident.

Employees in pay group 8 and above who receive an incorrect check which is short fifty dollars (\$50) or more shall receive a makeup check within five (5) working days of reporting the incident. If the incorrect check is short less than fifty dollars (\$50), the shortage shall be made up on the following payday.

ARTICLE 5 - DIRECT PAYROLL DEPOSIT

SECTION 5.1: Employees may elect to have their paycheck deposited directly into a savings or commercial bank which shall be selected by the employee from among the various banks which have been approved to participate in the direct-deposit program by the College.

ARTICLE 6 - MANAGEMENT RIGHTS

SECTION 6.1: The College, on behalf of the Board of Trustees, hereby retains and reserves unto itself all right, power, authority, duty and responsibility conferred on and vested in it by the laws and Constitution of the State of New York and/or United States of America.

The exercise of any such right, power, authority, duty or responsibility by the College Administration on behalf of the College and the adoption of such rules, regulations and policies as it may deem necessary shall, as they apply to employees represented by the CSEA, be limited by the specific and express terms of this agreement, and subject to the grievance procedure.

ARTICLE 7 - PERSONNEL RULES

SECTION 7.1: The College has the right to adopt additional personnel rules which are not in conflict with the provisions of this agreement.

SECTION 7.2: The College agrees to conform to the specific and express provisions of this agreement, for the term of this agreement and will not alter or modify any such provision without negotiating with the Union prior to any such modification or alteration.

ARTICLE 8 - RETENTION OF BENEFITS

SECTION 8.1: All benefits previously enjoyed by the employees are continued herein unless otherwise modified.

ARTICLE 9 - WORKING CONDITIONS

SECTION 9.1: The College shall notify the Union at least five (5) working days in advance of any policy change which affects the terms and conditions of employment, except where such change is required because of an emergency over which the College has no control.

SECTION 9.2: The College agrees to reimburse employees for damages to clothing, eyeglasses or time pieces when damages are a direct result of a physical assault upon the employee due to client contact in the course of College business.

A maximum of seventy-five dollars (\$75.00) will be reimbursed to the employee under the following conditions:

1. The incident must be promptly and fully documented.
2. The incident must be promptly reported to a police agency and a police report must be submitted; and,
3. The damages are not otherwise recoverable.

SECTION 9.3: At the discretion of the Department Head or designee, reimbursement will be made to an employee (to a maximum of \$75) for repair or replacement to clothing, eyeglasses, or time pieces, where the damage resulted from a work function, under the following conditions:

1. The incident must be promptly reported and fully documented;
2. The damages are not otherwise recoverable.

SECTION 9.4: Effective September 1, 2012, the College will reimburse to any employee who is required by the College to wear safety shoes one hundred percent (100%) of the cost of safety shoes, to a maximum of one hundred dollars (\$100) for one pair per year, upon submission of receipt of purchase. Any employee failing to wear required safety shoes shall be subject to disciplinary action.

SECTION 9.5: The College agrees to provide, launder and maintain all uniforms which employees are required to wear.

In those instances where the College reimburses the employee for uniform supply and maintenance, the College shall reimburse each such employee in the amount of thirty-five dollars (\$35) per month. The College agrees to repair uniforms which are torn in the performance of duty.

The College agrees to supply any equipment to employees which the College deems necessary in order to safely perform the work required.

SECTION 9.6: When new license requirements are imposed that affect employees then on the payroll, such as by local, state, or federal governments, the first additional cost of such requirements will be paid by the College. Subsequent fees will be paid by the employees.

SECTION 9.7: Employees who are volunteer members of a fire or ambulance squadron may, when engaged in an emergency, report to work late and may use leave credits for such absence. Employees shall report the need for such absence to their supervisor as soon as possible.

ARTICLE 10 - WORK WEEK

SECTION 10.1: The basic work week shall be thirty-five (35) hours or forty (40) hours depending on the title of the position. The exact work days and working hours shall depend on the individual position held and shall be determined by the College.

SECTION 10.2: An unpaid lunch period of a maximum of one (1) hour shall be allowed for each full work day, except for those employees who are required to be on continuous operation who shall be entitled to a twenty minute paid lunch period. Brief coffee breaks may be taken in the morning and afternoon.

SECTION 10:3: Twenty-four (24) hour notification shall be given to an employee in the event of a change in the normal scheduled lunch hour period, except as mutually agreed to between the employee and the supervisor or if an emergency situation arises.

ARTICLE 11 - FLEXTIME AND JOB SHARING

SECTION 11.1: Voluntary agreements for flexible work schedules may be agreed to by the Director of Human Resources, the Department Head, and the Union. However, the College or the Union may cancel such flexible work schedules at any time, upon seven (7) days' notice. Voluntary agreements will be reviewed on an annual basis.

SECTION 11.2: Job sharing shall be defined as two (2) employees sharing one (1) full-time position. Job sharing employees shall be in the bargaining unit. Current full-time employees, within a job title and within a Department, shall be given preference in job sharing. If no such employee wishes to job share, a job sharer may be recruited from any other source.

SECTION 11.3: Employees wishing to job share shall submit a plan to the Department Head thirty (30) days prior to the proposed start of the job sharing. All job sharing arrangements must be approved by the Department Head and the Director of Human Resources and agreed to in writing by the Department Head and the job sharers. A copy of job sharing agreements shall be submitted to the Unit President and Human Resources.

SECTION 11.4: The College contribution for medical coverage may be split between the job sharers. Dental coverage may be selected by only one of the job sharers. The sharing of holidays shall be set forth as an equal split of holiday paid hours in the job sharing agreement. All other benefits granted to full-time employees shall be granted to job sharers on a prorated basis according to the time each employee works. However, job sharers shall receive full-time credit for years of service.

SECTION 11.5: The hourly rate for each job sharer shall be equal to the rate that each would be eligible for as a full-time employee.

SECTION 11.6: The work load for each job sharer shall be prorated, and the total shall be equivalent to that of a similar full-time position. Job sharers may recommend methods for providing coverage in emergencies in their plan. The Department Head shall determine how absences or vacancies will be covered.

SECTION 11.7: A job sharing arrangement may be abolished by the College or by the job sharers when a vacancy exists in the same job title. The College and the job sharers must notify the other party and the Union of their intent to discontinue the job-sharing agreement thirty (30) days prior to the discontinuation date. When a job share

is abolished by one employee resigning, the remaining employee shall be required to find a replacement or work full-time hours.

SECTION 11.8: The Union and the College will include job sharing on their Labor-Management agendas when appropriate.

ARTICLE 12 - ATTENDANCE

SECTION 12.1: The Human Resources Department will maintain records of attendance for all College employees. Each Department Head is responsible for the accuracy of each attendance record, and for following the prescribed procedures. Each Department Head and employee is responsible for reporting attendance and leave data.

Each employee shall sign a time accounting record attesting to the fact that the employee was "on duty" or on designated type of leave during each day of the pay period. This must be countersigned with an approved signature in the employee's Department. Pay will be authorized only after submission of an approved time accounting record.

SECTION 12.2: Excessive tardiness and/or absenteeism may result in disciplinary action by the Director of Human Resources or designee.

SECTION 12.3: In the event of public transportation difficulties, severe storms, floods or similar uncontrollable conditions affecting a group of employees, tardiness and absenteeism may be excused from disciplinary action.

SECTION 12.4: The College may institute or modify employee time recording procedures following notification to and concurrence by the Union. The Union agrees that concurrence will not be unreasonably denied.

ARTICLE 13 - PAYROLL PERIODS

SECTION 13.1: All employees shall be paid in bi-weekly payroll periods during the course of the year. Voluntary deductions shall be made in twenty-four (24) pay periods a year.

SECTION 13.2: The College will provide ten (10) month employees the option of receiving paychecks over a ten (10) or a twelve (12) month period. The option will be provided annually.

ARTICLE 14 - LEAVE ACCRUALS

SECTION 14.1: Credits shall be earned by full-time employees during all payroll periods in which the employee is on full-pay status. Credits shall accumulate in days and hours.

SECTION 14.2: All credits must be earned before they can be used. Credits accrued shall be noted on each time accounting record in terms of days and hours appropriate to the job.

SECTION 14.3: Earned credits are based upon an employee's hiring date, which shall remain constant. If job changes occur between College Departments, credits shall remain with the employee.

SECTION 14.4: Employees who receive pro rata credits shall receive such credits based on the following formula. Employees regularly employed between twenty-five (25) and twenty-nine (29) hours per week -- five (5) hours for each day of credit; employees employed between twenty-nine (29) and thirty-four (34) hours per week -- six (6) hours per day of credit; employees employed between thirty-four (34) hours and thirty-nine (39) hours per week, in a forty (40) hour position -- seven (7) hours per day of credit.

SECTION 14.5: The maximum amount of non-F.L.S.A. compensatory time off which may be accrued shall be forty (40) days.

The amount of compensatory time earned due to F.L.S.A. overtime shall be limited to 240 hours.

ARTICLE 15 - WORKERS' COMPENSATION

SECTION 15.1: If an illness or injury occurs as a result of employment, salary will be paid without charge against credits for up to five (5) days immediately following the date of disability, under the following conditions:

1. The five (5) days salary will be paid only once during any twelve (12) month period, unless otherwise authorized by the Human Resources Department or designee. Any claim of an unreasonable denial under this subsection may be submitted for review at Step 2 of the grievance procedure. The decision at Step 2 shall be final and not subject to arbitration.

2. An accident or situation that may cause illness or injury must be reported to the employee's supervisor immediately, or as soon thereafter as possible.

3. The employee must have received medical care relating to a work-related illness or injury. The initial doctor's visit shall be paid for by the College as duty time. Verification of this treatment, the diagnosis, and the term of disability must be substantiated by the attending physician's completion of Workers' Compensation Form C-4, "Attending Doctor's Report."

4. If the attending doctor does not submit a Form C-4 to the College or its Workers' Compensation third-party administrator within thirty (30) calendar days of the date of disability, the employee will be notified in writing by the Director of Human Resources that such form must be produced within two (2) weeks. Failure to produce the form shall result in the time being deducted from the employee's time banks or paycheck.

Further compensation will be paid according to the rules of the Workers' Compensation law.

SECTION 15.2: Employees may use sick time credits, with the approval of the supervisor. These credits will not be reimbursed to the employee unless the term of disability extends beyond fourteen (14) days, in which case, pursuant to Workers' Compensation Law, the five (5) day waiting period is waived. In this case, the employee's time bank will be reimbursed according to the Workers' Compensation payment schedule.

An employee whose disability does not extend beyond fourteen (14) days shall be reimbursed for the period of disability between five (5) and fourteen (14) days, according to the Workers' Compensation payment schedule.

SECTION 15.3: If a Workers' Compensation case is controverted by the College, and the College is successful, any payments may be recouped by the College, through deductions from the employee's time credits or, in the absence of such credits, through payroll deductions, at the rate of one day per pay period.

SECTION 15.4: An employee subject to Workers' Compensation shall be placed on leave of absence due to temporary disability until such time as the employee returns to work or until such time as the employee is adjudged to be permanently disabled from performing the employee's job duties.

Application for reinstatement must be made within twelve (12) months after termination of such disability.

SECTION 15.5: Employees may choose to use full-pay sick leave credits while disabled from work due to a work-related illness or injury, rather than receive payment, as authorized by the Workers' Compensation Board. Upon final award by the Board, the employee's sick leave bank will be credited the dollar amount (in terms of hours) equal to the payments, as previously prescribed by the Workers' Compensation Board.

SECTION 15.6: An employee on leave due to a compensable illness or injury shall receive longevity payment, pursuant to Article 36, and health insurance, pursuant to Article 32, for a maximum period of one year of leave.

ARTICLE 16 - MILITARY LEAVE

SECTION 16.1: If an employee is required to render military duty, he/she shall be granted a military leave of absence, pursuant to the laws of the State of New York and the United States.

SECTION 16.2: Application for reinstatement must be made within ninety (90) days from the day military service is terminated. Upon return to College service, all credits to which an employee was entitled at the beginning of that leave will be restored. Adjustments that would regularly be made to an employee's job title will be awarded in accordance with Civil Service Law and Section 243 of the Military Law of the State of New York.

SECTION 16.3: Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Marine Corp, Air Force, or Coast Guard will be granted a military duty leave of absence up to thirty (30) working days with pay in a calendar year.

ARTICLE 17 - DEPARTMENTAL TRANSFERS

SECTION 17.1: Transfer to another Department into a job with the same classification and qualification is permissible for the benefit of the College upon agreement with the employee in question. Effective September 1, 2005 employees transferring from Monroe County will begin new accruals and dates for benefits and retirement at the College.

Request for a transfer by an employee to another Department into a job with the same classification and qualifications will be made to the Department Heads involved and to the Director of Human Resources. Employees transferring between College Departments will not lose any accumulated time or any other fringe benefits.

SECTION 17.2: Where there is a conflict of requests by two or more employees with equal skills and qualification, seniority in the job classification shall be the deciding factor.

Employees desiring to fill a posted vacancy shall submit their name and the position desired to the Human Resources Department of the College.

No employee may transfer laterally more than once per year, unless agreed to by the College.

SECTION 17.3: The College agrees that a reassigned employee shall receive at least forty-eight (48) hours verbal notification of reassignment, except under emergency conditions. Within fifteen (15) business days following the employee's reassignment, the College shall send written notice to the unit president of the employee's reassignment with a copy to be placed in the employee's personnel file.

SECTION 17.4: In the event an employee hired by the College on or before September 1, 2005 engages in a promotion or lateral transfer between a County of Monroe facility and the Monroe Community College leave credits shall be retained by the employee and accumulate based upon the employee's original seniority date. Employees hired after September 1, 2005 who engage in a promotion or lateral transfer between a County of Monroe facility and the College, leave credits and original seniority date will begin with the College date of hire.

ARTICLE 18 - RESIGNATION OR RETIREMENT

SECTION 18.1: In cases of resignation or retirement, a written notice of intention shall be given to the Department Head at least two (2) weeks prior to the last day of employment. Compensation will be made for unused vacation and compensatory days, up to forty (40) days in each category.

An employee who fails to give two (2) weeks' notice in case of resignation or retirement will forfeit compensation for unused vacation credits, except under special circumstances; in which case, the Director of Human Resources may waive the notice requirement.

An employee who is discharged after a determination of incompetency or misconduct will forfeit compensation for unused vacation credits.

In the event of an employee's death, compensation for unused vacation and compensatory time credits will be paid to the employee's estate.

SECTION 18.2: An employee removed for just cause from College service will not be eligible for reinstatement.

ARTICLE 19 - REDUCTION IN FORCE

SECTION 19.1: Reduction in force among non-competitive and labor class employees:

(a) Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the College finds it necessary to abolish positions, such abolishments shall be made in accordance with the provisions hereinafter set forth.

(b) Seniority for purposes of this section shall be defined as the period of service of an employee with the College dating from the first date of employment in the collective bargaining unit, provided such employee is retained by the College past the probationary period.

(c) The College will make every reasonable effort to discuss with the Union any and all anticipated job abolishment's before such anticipated action is made public. The College will notify and discuss with the unit president prior to the College notification to affected employees in respect to any and all anticipated job abolishment's.

(d) Competitive, non-competitive, and labor class employees subject to layoff as a result of job abolishment shall be given at least thirty (30) calendar days' notice prior to the date of termination. Employees subject to being bumped as a result of job abolishment's shall be given at least fifteen (15) calendar days' notice prior to the date of termination.

(e) Reinstatement of laid off employees under this section shall be in inverse order of layoff, in accordance with the provisions of this agreement or of Civil Service Law Rules, and Regulations.

(f) Any non-competitive or labor class employee subject to layoff under this section who refuses appointment in a lower title as set forth in this section shall forfeit all rights contained in this section.

(g) A competitive, non-competitive or labor class employee shall be deemed to have seniority in accordance with this section and shall not be laid off as a result of job abolishment until College funded, part-time, temporary, seasonal and probationary employees within the job title within the College in which such job abolishments occur have been laid off. If such full-time employees are laid off, they shall be offered, in seniority order, any part-time positions for which they qualify within the College.

(h) Any labor class or non-competitive employee subject to lay-off as a result of job abolishment may exercise seniority rights to displace an incumbent with the least seniority in a lower rated title where there is a direct line of promotion or demotion or where the displaced incumbent has previously served in another position prior to serving in the position from which he is being displaced, providing the employee is physically capable of performing the work. The employee shall have the option of electing whether to displace a person in a lower rated job title or retreat to a previously held position.

SECTION 19.2: For the purpose of this article Bargaining Unit Employees shall retain their County seniority date if different from their service date with the College. All job abolishments and recalls will be made in accordance with Civil Services Law, Rules and Regulations.

SECTION 19.3: MCC agrees to notify the Unit President of any abolishments, creations or transfers out of the bargaining unit prior to implementation.

ARTICLE 20 - LEAVE OF ABSENCE

SECTION 20.1: During any leave of absence without pay, credits and benefits do not accrue. Employees may choose to keep, in the employee time bank, five (5) days of paid leave before being placed on an unpaid leave of absence. This time may be used when the employee returns to work.

SECTION 20.2: Maternity Leave: An employee who is pregnant may continue working as long as she and her physician feel she can adequately perform her work. In maternity cases, the employee will be allowed to use her accrued vacation and compensatory time credits during the non-disability period of maternity leave.

A pregnancy related disability shall be treated in the same manner as any other non-occupational disability in respect to sick leave benefits, except that pregnancy related disability shall be certified by the attending physician prior to the payment of sick leave benefits to which the employee may be entitled.

The employee has the right to be reinstated in a position of equivalent pay within six (6) months of the granting of unpaid maternity leave, subject to the written approval of her attending physician.

SECTION 20.3: Adoption Leave: Any employee who is adopting a child five (5) years of age or younger will be granted leave of absence for a period not to exceed six (6) months. In such adoption cases, the employee will be allowed to use accrued vacation and compensatory time credits before being placed on leave without pay. The employee has the right to be reinstated in a position of equivalent pay within six (6) months of adoption leave.

SECTION 20.4: A written request for a leave of absence without pay for reasons not cited in this contract must be submitted to the employee's Department Head and the Director of Human Resources. Upon the approval of the Director of Human Resources, leave may be granted for no more than two (2) consecutive years.

At the option of the College President, an employee may be granted up to two (2) years leave of absence for specialized services such as the Peace Corps upon the presentation of sufficient proof.

ARTICLE 21 - EDUCATIONAL LEAVE

SECTION 21.1: Subject to the recommendation of the Department Head and prior approval of the Director of Human Resources or designee, leave without pay may

be granted for the purpose of education or training. A written request for educational leave must be made to the Director of Human Resources. Educational leave without pay for a period not to exceed two (2) consecutive years may be granted for the purpose of obtaining additional educational training. Such two (2) year consecutive education leave shall depend upon an employee successfully completing the first (1st) year of educational training.

SECTION 21.2: In certain cases where educational leave with pay is desired, a written request must be submitted to the Department Head and approved by the Director of Human Resources or designee. The employee does not earn credits during this time. A person requesting educational leave with pay must sign a statement promising to work for the College a length of time equal to the educational leave with pay after finishing the leave.

SECTION 21.3: The College agrees to award available educational leave on a fair and equitable basis among qualified employees.

ARTICLE 22 - CONFERENCE ATTENDANCE, MILEAGE AND USE OF COLLEGE VEHICLES

SECTION 22.1: The College agrees to award available opportunities for conference attendance on a fair and equitable basis among qualified employees within a Department.

SECTION 22.2: The Administrative Rules, Regulations and Guidelines of the College Controller's Office shall apply in respect to this Article.

SECTION 22.3: It is understood that the use of College vehicles utilized by employees and which are driven to and from work does not constitute an employee benefit under this agreement and such use may be withdrawn by the College after thirty (30) days written notice to the affected employee.

ARTICLE 23 - TUITION REIMBURSEMENT AND TUITION WAIVER

SECTION 23.1: Tuition reimbursement will be granted to employees only for course work or degree programs taken outside of normal working hours. Approval for reimbursement will be limited to accredited institutions.

The desired course work or degree program must be directly related to work actually done by an employee or work which may be reasonably expected to be performed by the employee in the near future. All course work, including electives, taken to complete approved degree requirements will be eligible for tuition reimbursement.

SECTION 23.2: The maximum reimbursement to any employee will be equal to 100% of the tuition, to a maximum of \$2,500 per academic year. The total unit cap for tuition reimbursement is \$20,000 per academic year.

SECTION 23.3: Employees who are enrolled in a certificate or licensing program or matriculated in a health related program may receive tuition reimbursement at 100% up to \$1,700 annually.

SECTION 23.4: Employees shall be required to work for the College for twelve (12) months after the completion of any tuition-approved courses. Employees not fulfilling the twelve (12)-month employment obligation must reimburse the College for any such courses completed within the last twelve (12) months of employment.

Employees shall be exempt from the twelve (12) month employment obligation if they must leave College employment because of circumstances beyond the employee's control.

SECTION 23.5: MCC tuition shall be waived for MCC employees in the bargaining unit, on a space-available basis for each class.

Spouses, domestic partners, dependent children, dependent step-children, dependent children and step-children of domestic partners of bargaining unit employees shall be eligible for tuition waiver provided the employee holds permanent, full-time Civil Service status and has been continuously employed at the College for at least one (1) year. Tuition waiver for spouses, domestic partners, dependent children, and dependent step-children, dependent children and step-children of domestic partner is limited to state aidable courses on a seat available basis. All normal registration procedures shall apply to individuals utilizing this benefit, except that application for the waiver must be made to the Human Resources Office at least five (5) weeks prior to the start of classes.

ARTICLE 24 - CIVIL SERVICE EXAMS

SECTION 24.1: If death occurs in the immediate family of an employee or in the event of serious illness or emergency of an employee who is scheduled to take a Civil Service examination, an equivalent examination shall be given upon approval of the Director of Human Resources.

Provisions for alternate examination dates shall not be inconsistent with Civil Service Rules and Regulations.

SECTION 24.2: The College will comply with rule twelve, part four, and five (a) and (b) of the present County Civil Service Rules as they pertain to employees' rights to inspect examination papers.

In the case of continuous recruitment examinations where the test booklet will not be provided, the College agrees to provide the answer sheet, the key answers and a summary of the general nature of the scope of the questions to the person taking the examination.

SECTION 24.3: Employees shall be reimbursed for all Civil Service examination fees.

ARTICLE 25 - RESIDENCY

SECTION 25.1: Requirements of residency for purposes of hire, tenure and taking of competitive and promotional examinations shall be in accordance with the rules and regulations of the Local Civil Service Commission of September 1, 1974.

SECTION 25.2: Employees hired subsequent to January 1, 1978, shall, as a condition of employment, reside within the County of Monroe. This requirement may be waived by the President because of special circumstances.

ARTICLE 26 - SENIORITY

SECTION 26.1: For those employees hired before September 1, 2005, seniority shall be defined as total continuous length of service in the College or County or another governmental agency whose function has been transferred to the College, including time spent on layoff, as defined by this article, or approved leave of absence granted for any reason. Employees shall lose their seniority upon the following:

- (a) Resignation or retirement (except where reinstated within a period permitted by applicable provisions of Civil Service Law).
- (b) Discharge (in accordance with contract or Civil Service Law).
- (c) Failure to report to work within ten (10) days following notification of recall from lay-off as defined by this article.
- (d) Failure to be recalled within four (4) years of layoff.

SECTION 26.2: Effective January 1, 1975, seniority shall be decided for all new employees hired or appointed on the same day by drawing lots.

All incumbent employees hired or appointed on the same day, for the purpose of permanent seniority, shall draw lots only if a situation develops which requires a seniority decision.

SECTION 26.3: For those employees hired on or after September 1, 2005, seniority shall be defined as continuous College employment.

SECTION 26.4: The employer shall make all seniority lists available to the president of the unit, providing that the College receives five (5) days' advance notice.

The name, title, and Department of all resignees will be sent to the president of the unit within thirty (30) days of resignation.

ARTICLE 27 - OUT-OF-TITLE WORK

SECTION 27.1: Except in the event of a bona fide emergency, no employee shall be required to assume the duties of a higher classification except when directed in writing by the supervisor. In the event such out-of-title service exceeds ten (10) consecutive work days, the employee will receive out-of-title pay for the entire assignment.

Out-of-title pay shall correspond to the salary step in the higher title, which is immediately above the salary being received by the employee in the permanent classification, plus one (1) additional step.

Temporary out-of-title assignments in a lower title shall not result in a salary reduction. Out-of-title assignment shall be designated to the employee in writing, setting forth the commencement date of the out-of-title assignment.

An employee claim for out-of-title pay shall not be valid unless such employee, upon being designated to perform the duties of a higher title, receives a written designation from the Department Head or designee. Failure to receive a written designation shall require the employee to file a written grievance within fifteen (15) business days following the unwritten designation to out-of-title work.

ARTICLE 28 - SHIFT PREFERENCE

SECTION 28.1: After one (1) year of continuous service on a particular shift, an employee, unless unqualified, may exercise seniority in respect to choice of shift.

When an employee chooses to exercise seniority for choice of shift, the employee may not utilize that process more than three times per year. This procedure may be utilized only when a shift vacancy exists.

For purposes of this section, seniority shall be defined as the length of continuous service within the College.

ARTICLE 29 - REINSTATEMENT

SECTION 29.1: If an employee has passed the probationary period and has resigned, the employee may be reinstated without examination within one (1) year of

the date of such resignation. Reinstatement into the same or similar position in the same or lower grade will be subject to Civil Service regulations.

A reinstated employee shall have restored all leave credits which were lost due to the resignation.

ARTICLE 30 - PERSONNEL FILES

SECTION 30.1: No material related to an employee's conduct, performance, character, or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. Employees shall be given an opportunity to read such material and shall acknowledge that they have read such material by affixing their signature on the material to be filed, with the understanding that such signature merely acknowledges that the employee has read such material and does not indicate agreement with its contents. The employee shall receive a copy of such material upon request. Employees who have derogatory material lodged against them shall have such material deleted from their personnel file when such material has been determined invalid by normal grievance procedures, Civil Court action, or by formal or informal hearings with College representatives.

SECTION 30.2: Employees shall have an opportunity to review their personnel file in the presence of an appropriate College official upon five (5) days' notice, and to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.

SECTION 30.3: Except for performance evaluations, any report of an adverse nature which is three (3) or more years old shall, upon written request of the employee, be removed from the personnel file and placed in a sealed envelope and may be opened only after reasonable notification to the employee and only for purposes of defense by either the employee or the College in a legal or administrative proceeding. The removal of such report shall not take place during any period in which the employee has been issued discipline within the prior thirty (30) days or has a pending grievance. Material which has been removed and which has been placed in a sealed envelope will not be referred to in any step of the contractual grievance procedure.

The employee shall have the opportunity to be present at the time the sealed file is opened, which shall be stored in the Department of Human Resources.

SECTION 30.4: The College agrees that there shall not be more than one (1) personnel file which shall be maintained in the Human Resources office of such facility.

SECTION 30.5: Employee evaluations are to be completed by no later than sixty (60) days after the employee's anniversary date. If evaluations are not completed within sixty (60) calendar days, the employee will automatically receive the increment due retroactively to the employee's anniversary date.

ARTICLE 31 - JOB POSTING, PROMOTION, & EXAM ANNOUNCEMENTS

SECTION 31.1: All promotional job openings in the competitive (except where there is a valid list), non-competitive and labor classifications, will be posted for at least ten (10) days prior to the filling of such position, except in emergency situations. All job postings shall contain the following: the job title, the number of vacancies, salary and current work locations of the openings, and the current shift. Posting requirements shall not apply to entry-level positions.

All competitive positions which are to be filled will be filled in accordance with the Civil Service Law.

The College agrees to post vacancies in building #1, #5, #8, #21, Building Services, Applied Tech Center, Damon City Campus, and Public Safety Training Facility and the College's web site.

Employees desiring to fill a posted vacancy shall submit their name and the position desired to the Human Resources Department.

College employees will be provided with access to all College job descriptions. A complete and current file of such will be maintained in the College Human Resources Department.

SECTION 31.2: All examination announcements in the competitive class will be posted in all work locations for fifteen (15) days prior to the examination closing date in accordance with Civil Service rules and regulations.

The Unit President shall receive copies of all posted exam announcements, where appropriate, at the earliest possible time prior to posting such notices.

The Unit President shall be placed on the mailing list to receive all Civil Service Examination announcements.

SECTION 31.3: Any non-competitive or labor-class employee may submit a request for a promotional, non-competitive, or labor-class position posted within the College.

The College shall establish the qualifications for the posted positions, and they shall be included in all postings.

Job postings that include additional qualifications beyond the minimum qualifications shall include the following language:

In order to perform the duties of this position, an applicant should be able to: [list additional qualifications].

An applicant who does not meet such additional qualifications may be disqualified.

SECTION 31.4: In appointments made after postings, the College shall select the most qualified candidate from whatever source. In assessing the candidates, the screening committee shall have representation from the bargaining unit, which representatives shall be selected by CSEA.

An employee promoted to a higher classification in the non-competitive or labor class shall serve a six (6) month probationary period, during which time the employee may be returned to the former position without recourse to the grievance procedure.

Employees hired before September 1, 2005: seniority in the non-competitive and labor class shall be defined as the length of continuous employment with the College or County.

SECTION 31.5: When a posting is issued by a Department for a specific assignment, an employee in that title, in that Department, may apply for that assignment. The Department, in its discretion, may select any such employee or fill the position as provided elsewhere in this Article.

ARTICLE 32 - HEALTH INSURANCE

SECTION 32.1: Full-time employees and their qualified family members, and domestic partners and the children of domestic partners, shall be eligible, by application, to participate in a College sponsored health insurance plan in accordance with the following provisions:

A. Employees hired before September 1, 2005 will contribute based on the following schedule:

Year 1 (January 1, 2013 – December 31, 2013)

Blue Standard - 0% contribution of the plan premium.

Blue Enhanced - 10% contribution of the plan premium.

Blue PPO Option A - 15% contribution of the plan premium.

Year 2 (January 1, 2014 – December 31, 2014)

Blue Standard - 0% contribution of the plan premium.

Blue Enhanced - 15% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

Year 3 (January 1, 2015 – December 31, 2015)

Blue Standard - 5% contribution of the plan premium.

Blue Enhanced - 15% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

Year 4 (January 1, 2016 – December 31, 2016)

Blue Standard - 5% contribution of the plan premium.

Blue Enhanced - 15% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

B. Employees hired on or after September 1, 2005 will contribute based on the following schedule:

Year 1 (January 1, 2013 – December 31, 2013)

Blue Standard - 15% contribution of the plan premium.

Blue Enhanced - 15% contribution of the plan premium.

Blue PPO Option A - 15% contribution of the plan premium.

Year 2 (January 1, 2014 – December 31, 2014)

Blue Standard - 15% contribution of the plan premium.

Blue Enhanced - 20% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

Year 3 (January 1, 2015 – December 31, 2015)

Blue Standard - 15% contribution of the plan premium.

Blue Enhanced - 20% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

Year 4 (January 1, 2016 – December 31, 2016)

Blue Standard - 15% contribution of the plan premium.

Blue Enhanced - 20% contribution of the plan premium.

Blue PPO Option A - 20% contribution of the plan premium.

C. Employees hired on or after September 1, 2012 will contribute:

1. 20% contribution of the plan premium for the Blue Standard, Blue Enhanced and the Blue PPO Option A plans.

SECTION 32.2: The College reserves the right to change insurance carriers or to become self-insured if it deems necessary; however the College agrees to provide at least equal benefits to the coverage in the above stated plans. At least equal benefits may be construed to mean acceptability of the coverage in the medical community.

In the event the College is to consider an alternative health coverage plan, the College agrees to convene a committee to study such proposal or proposals and agrees to include a representative of the union on such committee.

If the union does not agree that the proposed change of insurance carriers provides at least equal benefits, the parties shall enter into negotiations in respect to the equal benefits proviso in an attempt to resolve the controversy.

SECTION 32.3: The College shall provide annually to each employee one month's advance notice of the option to change health insurance coverage.

SECTION 32.4: Health Insurance in Retirement

- A. Employees hired prior to September 1, 2005 with a minimum of fifteen (15) years of continuous service will receive fully paid health insurance for self, spouse, domestic partner and eligible dependents.
- B. Employees hired prior to September 1, 2005 with more than ten (10) and less than fifteen (15) years of full-time continuous service will contribute 12% of the health insurance premium in retirement. Coverage extends to self, spouse, domestic partner and eligible dependents.
- C. Employees hired on or after September 1, 2005 shall have fifteen (15) years of full-time continuous service with the College and contribute 15% of the health insurance premium in retirement. Coverage extends to self, spouse, domestic partner and eligible dependents.
- D. Employees hired on or after September 1, 2012 shall have 20 years of full-time continuous service with the College and contribute 20% of the health insurance premium in retirement. Coverage extends to self, spouse, domestic partner and eligible dependents.
- E. Eligibility for health insurance in retirement is defined as continuous full-time service immediately preceding the date of retirement and eligibility to retire under the New York State and Local Employees' Retirement System or Social Security.

- F. Portability Option: Retirees who relocate outside the Rochester managed care area will be entitled to a College contribution to an out-of area health insurance carrier up to the dollar amount available to the retiree under a College supported managed care plan in the Rochester area. If a retired employee returns to the Rochester managed care area, the retiree may re-enroll in a College supported health plan to the extent provided by the plan.

It shall be the employee's responsibility to make application for continuation of health insurance coverage to the Department of Human Resources prior to the date of retirement from the College.

SECTION 32.5: In accordance with Section 32.4B and 32.4C, retirees shall remit advance payments of their portion of the health insurance premium. The advance payment shall be made to the College in a manner prescribed by the Human Resources Department. Failure of the employee to make the prescribed advance payments shall result in removal of the employee from the group coverage of the alternative health care plan.

SECTION 32.6: The surviving spouse or domestic partner of a retiree whose health insurance protection (single or family whichever is applicable) is entitled to continuation of health insurance in the same manner as the retiree for the lifetime of the surviving spouse, or domestic partner, or until remarriage or entering into a new domestic partnership.

SECTION 32.7: It shall be the employee's responsibility to initiate membership in the plan and any change in family status in the Human Resources Department. For the employee beginning College service on or after January 1, 1973, the Blue Cross/Blue Shield plan currently in existence will not be offered if the employee is covered by another Blue Cross/Blue Shield plan or any other comparable medical/surgical insurance of any company.

SECTION 32.8: The spouse or domestic partner of a deceased College retiree may participate in the College's health insurance program by remitting the appropriate premium to the Human Resources Department.

Such person shall have full responsibility to remit to the College the periodic premium required. Failure of the person to comply with requirements of premium remittance shall relieve the College of any obligation to continue such person on its health insurance roster.

The College agrees that at the time of such person's application to continue coverage in the College's group plan, it will, in writing, fully inform such person of the procedure necessary, and of the remittance requirement in order for such person to continue participation in the College's Group Health Insurance Program.

ARTICLE 32A – FLEXIBLE SPENDING POOL

SECTION 32A.1: The College will distribute funds to all CSEA full-time employees for the intended purpose that funds will be used for such deductible expenses as permitted under a flexible spending account as defined by the IRS (a flexible spending account is established by completing a flexible spending account enrollment form). The College will distribute an annual amount of \$350 through payroll, on a bi-weekly basis, to employees who are on the payroll as of January 1st of each year.

ARTICLE 33 - DENTAL CARE COVERAGE

SECTION 33.1 Employees may, at their option, enroll in the College dental program which is set forth in the Memorandum of Agreement between the parties hereto, and dated January 1, 1980. Full-time employees and their qualified family members, (Effective January 1, 2006 domestic partners and the children of domestic partners), shall be eligible, by application, to participate in a College sponsored dental insurance plan in accordance with the following provisions:

Each new or existing employee shall be eligible for participation in the program, commencing the first day of the month following date of hire.

SECTION 33.2: The dental plan coverage shall be in accordance with the agreement with the union executed March 4, 1983. The dental insurance shall have an insurance cap of \$1,000 per year.

SECTION 33.3: Participating employees shall, by payroll deduction, be required to contribute \$1.64 per month per family contract and \$.66 per month per single contract. Any increase in employee contribution shall be in accordance with the agreement stated in Section 33.2 of this Article.

SECTION 33.4: Retirees with ten (10) or more continuous years of service who are eligible for health insurance protection pursuant to Section 32.4 of this agreement, shall be entitled to fully paid dental coverage (single or family whichever is applicable) which is in effect at retirement.

ARTICLE 33A – LIFE AND LONG TERM DISABILITY INSURANCE

SECTION 33A.1: On application and within thirty (30) days of employment, full-time employees may elect to enroll in the College's Basic Life Insurance program which is 2½ times annual salary. Any employee electing to participate in the program shall have 50% of the premium paid by the College. If offered by the College, employees may, at their own cost, enroll in the additional Optional Life Insurance program, which is 1½ times annual salary.

SECTION 33A.2: On application and within thirty (30) days of employment, full-time employees may elect to enroll in the College's Long Term Disability program. Any employee electing to participate in the program shall have 50% of the premium paid by the College.

ARTICLE 34 - RETIREMENT

SECTION 34.1: Section 75-I of the New York State Retirement System shall be continued for College employees for the duration of this agreement.

SECTION 34.2: All members are granted the application of Section 41-J, which provides that unused sick leave may be used as additional service credit upon retirement up to 165 days (not to be paid in cash, however).

SECTION 34.3: All members are provided with the prerogative of purchasing service credit for World War II military service (Section 41-K and 341-K). This includes regaining service credit (Section 43-G) while a member of any other retirement system operated by the State of New York by making the member contributions.

SECTION 34.4: The College will continue the provisions of Section 60-B which guarantees a minimum death benefit.

The parties agree that the provisions of this article shall not be inconsistent with the provisions of the New York State Retirement System as enacted by the New York State Legislature.

ARTICLE 35 - OVERTIME

SECTION 35.1: The College agrees to distribute authorized overtime on a fair and equitable basis among qualified employees performing similar work within a department.

SECTION 35.2: Overtime shall be paid at the rate of time and one-half the employee's base hourly rate or compensatory time off at time and one-half (at the option of the employee) for all hours worked over forty (40) hours per week to all employees in pay groups 11 and below, and to all employees who are covered by the Fair Labor Standards Act in pay groups 12 through 16.

Straight time pay or compensatory time off (at the option of the employee) shall be paid to all employees who are in the exempt category under F.L.S.A. in pay groups 12 through 16, for all hours worked in excess of forty (40) hours per week.

SECTION 35.3: Hours paid for but not worked for holidays, compensatory time off, personal leave day, and vacation shall be counted as time worked for the purpose of calculating overtime. Sick leave time shall not be counted as time worked in the calculation of overtime.

SECTION 35.4: All time worked between thirty-five (35) hours and forty (40) hours per week shall be compensatory time off or, upon the employee's request and with Department Head approval, shall be paid at the straight time rate.

SECTION 35.5: Employees called into work outside of regularly scheduled hours shall be guaranteed a minimum of three (3) hours pay or compensatory time at the rate of time and one-half (employee option). Such call-in pay shall not apply to hours which immediately precede or follow the employee's regularly scheduled work hours.

SECTION 35.6: If the Fair Labor Standards Act is rescinded, amended or modified, this article shall be subject to re-negotiation.

SECTION 35.7: Employees mandated to work overtime shall be notified forty-eight (48) hours in advance whenever possible. Where practice has been to notify in writing, it shall continue for the life of this agreement.

SECTION 35.8: An employee on stand-by will be credited with .67 of an hour payment at the rate of time and one-half (1½) or in compensatory time off at the option of the employee for each eight (8) hours of stand-by or major portion thereof. If the employee is required to report for duty as a result of a stand-by call, the provisions of Section 35.5 of this article shall apply.

An employee who is on stand-by and who fails to respond to a call as directed shall be subject to disciplinary action.

ARTICLE 36 - LONGEVITY

SECTION 36.1: All employees covered by this agreement who have given eight (8) continuous years of service as of July 1st of any year to Monroe Community College shall receive \$575 each year.

All employees covered by this agreement who have given fifteen (15) continuous years of service as of July 1st of any year to Monroe Community College shall receive \$675 each year.

All employees covered by this agreement who have given twenty (20) continuous years of service as of July 1st of any year to Monroe Community College shall receive \$775 each year.

All employees covered by this agreement who have given twenty-five (25) continuous years of service as of July 1st of any year to Monroe Community College shall receive \$875 each year.

SECTION 36.2: Longevity payments shall be made in the payroll period following July 1st of each year.

For the purposes of this section, employees hired before September 1, 2005, county seniority dates will apply. (See ARTICLE 26).

ARTICLE 37 - HOLIDAYS

SECTION 37.1: Holidays constitute days off with pay.

Holidays to be observed by the College shall be:

- New Year's Day
- Martin Luther King Jr. Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day and
- Four (4) paid holidays between Christmas and New Year's Day

Observance of the above-stated holidays shall be in accordance with the observance prescribed by State and/or Federal Law.

SECTION 37.2: When a legal holiday falls on a Saturday, the preceding Friday will be considered a holiday with pay. When a holiday falls on a Sunday, the following Monday will be considered a holiday with pay.

SECTION 37.3: Employees who work on holidays shall receive holiday pay, plus time and one-half for hours worked, providing the hours worked or paid for during that holiday week equal forty (40) hours or more.

SECTION 37.4: The College agrees to post and make part of this agreement, by August 31st of each year, the College holiday schedule.

When a thirty-five (35) hour per week employee is required to work on a stipulated College holiday, a day shall be added to the employee's vacation bank. When a forty (40) hour per week employee is required to work on a holiday, he shall receive holiday pay plus time and one-half or compensatory time off at the rate of time and one-half (at the option of the employee) for the hours worked on such holiday, in accordance with Article 37 of the agreement.

Employees who are required to work between Christmas and New Year's will be paid in accordance with Section 37.3 of this agreement.

SECTION 37.5: All security personnel will be expected to work their regular shifts if scheduled to work on holidays. The security personnel who are required to work, and also those who have off, will be compensated an extra day's pay at the end of the academic year for a total of twelve (12) days' pay, provided such employee was employed for the entire year. It is mutually understood that no additional compensatory time will be granted for holidays worked or not worked.

SECTION 37.6: In addition to the paid holidays listed in 37.1, all full-time employees will be entitled to three (3) personal leave days, which may be taken at a time mutually agreed to between the employee and his/her supervisor. There shall be no additional compensation in respect to the personal leave day.

ARTICLE 38 - SICK LEAVE

SECTION 38.1: Sick leave is earned and posted at the rate of one (1) day per month of service, up to two hundred thirty (230) days maximum. Sick leave is neither earned nor posted when the employee is at this maximum. If sick leave credits are exhausted, existing vacation credits can be applied toward days absent only with the express permission of the Department Head or designee.

Sick leave constitutes absence for reasons of illness or injury, dental, optical or medical appointments, quarantine regulations and serious illness in the immediate family requiring care and attendance by the employee or when through exposure to a contagious disease a physician certifies that the employee's presence at place of duty jeopardizes the health of others.

Immediate family includes parents, spouse, children, domestic partner, children of domestic partner, brother, sister, grandparents, grandchildren or any relative who is an actual member of an employee's household. Family Medical Leave Act will be administered in accordance with this definition of immediate family.

Any employee engaging in gainful outside employment while on sick leave from the College shall not be entitled to sick leave payment, and may be subject to disciplinary action by the College.

SECTION 38.2: When absence is required under the provisions of sick leave, an employee or a person acting for the employee must notify the employee's supervisor of the reason at least one (1) hour prior to the commencement of the work day, or as soon thereafter as is possible. Failure to report within stated time limits without satisfactory reason shall cause the action to be considered leave without pay. Sickness during the working day must be reported to the Department Head or designee.

Sick leave which extends three (3) or more consecutive working days shall be supported by a standard medical certificate completed by the attending physician, only if the employee's supervisor has reasonable doubt as to the validity of the employee's absence. The medical certificate shall, upon request, be submitted to the supervisor within seven (7) days after returning to work.

SECTION 38.3: Notwithstanding the foregoing, if the employee's supervisor has reasonable doubt as to the validity of the employee's absence and notifies the employee in writing prior to the return to work, a medical certificate shall be submitted to the employee's supervisor upon the return to work.

If the employee does not receive a request in writing prior to the return to work, and the employee's supervisor has reasonable doubt in respect to the validity of the employee's absence, then a medical certificate shall, upon request, be submitted to the employee's supervisor within seven (7) days following the employee's return to work.

SECTION 38.4: When sick leave is used for three (3) or more consecutive days because of illness in the immediate family, certificate by the attending physician covering the nature of the illness and need for the employee to be in attendance of the relative may be required upon reasonable doubt of the supervisor as to the validity of the absence.

SECTION 38.5: The Director of Human Resources or designee may verify the validity of any absence under these regulations.

Failure to submit evidence of illness when required will cause the absence to be considered as time off without pay and subject to review for appropriate action.

ARTICLE 39 - HALF-PAY SICK LEAVE

SECTION 39.1: Employees who have been employed by the College for one (1) to two (2) years shall be entitled to half-pay sick leave for a maximum period of three (3) months under the following conditions:

1. The employee has exhausted all accumulated leave time;
2. The employee is subjected to an unpaid waiting period of ten (10) working days; and
3. The employee has not abused the sick leave privileges during College employment.

Employees who have been employed by the College for two (2) to three (3) years shall be entitled to half-pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all accumulated leave time;
2. The employee is subjected to an unpaid waiting period of five (5) working days; and
3. The employee has not abused the privileges of sick leave during College employment.

Employees who have been employed by the College for three (3) years or more shall be entitled to half-pay sick leave for a maximum period of six (6) months under the following conditions:

1. The employee has exhausted all accumulated leave time;
2. The elimination of an unpaid waiting period; and
3. The employee has not abused the sick leave privileges during College employment.

It is understood that the foregoing half-pay provision applies to the employee only and may be granted more than once during any twelve (12) month period.

SECTION 39.2: Sick leave at half-pay shall not be unreasonably denied; challenges to an unreasonable denial of half-pay sick leave shall be processed through the grievance procedure, commencing at Step 1 of the grievance procedure.

If a grievance is not resolved at Step 1 of the grievance procedure, the case shall be presented to the Director of Human Resources for final determination. The parties agree that a grievance in respect to half-pay sick leave shall not be arbitrable. When the case is presented to the Director of Human Resources for determination, a Union representative shall be allowed to participate in such presentation.

SECTION 39.3: Upon the recommendation of the Director of Human Resources and the approval of the College President or designee, an extension of half-pay sick leave may be granted.

SECTION 39.4: Employees may choose to keep, in the employee time bank, five (5) days of paid leave before being placed on half-pay sick leave. This time may be used when the employee returns to work.

ARTICLE 40 - DEATH IN THE FAMILY

SECTION 40.1: An employee covered under this agreement shall be granted up to a maximum of five (5) working days, three (3) of which must be consecutive, with pay due to the death of a parent, spouse, domestic partner, child, child of domestic partner, person occupying the position of a parent, or relative who is an actual member of the employee's household. A maximum of three (3) consecutive working days with pay shall be granted due to the death of a brother, sister, immediate family of the domestic partner, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or person occupying the position of parent of the spouse. This absence must be reported to the employee's Supervisor as soon as possible and at least by the first (1st) day of absence.

Upon reasonable doubt, the Department Head or designee may request that the employee submit a notice of death or other evidence attesting to the validity of the absence.

ARTICLE 41 - SHIFT PREMIUM

SECTION 41.1: An employee whose major part of the working day falls between the hours of 6:00 p.m. and 6:00 a.m. on a regular basis shall be paid \$.95 per hour shift premium. The major part of a working day is defined as 50% or more of the employee's hours.

Any regular shift which extends past 6:00 p.m. shall be paid for at the rate of \$.95 per hour for each hour past 6:00 p.m.

An employee who is not regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. shall be entitled to the shift premium only when filling in for an absent employee whose regularly scheduled hours are between 6:00 p.m. and 6:00 a.m.

Shift premium shall be paid at the rate of 1½ when overtime is worked on a premium shift.

ARTICLE 42 - VACATION

SECTION 42.1: Full-time employees will earn a paid vacation allowance determined by length of service as prescribed below. Vacation time taken shall only be granted when approved by the Department Head or designee.

SECTION 42.2: Vacation preference shall be selected by virtue of seniority. For purposes of this article, seniority shall be defined as length of continuous service within the College, except as otherwise agreed to.

An employee may not exercise seniority for vacation preference for a period in excess of three (3) consecutive weeks.

Employees wishing to exercise seniority shall enter their name and the vacation period desired on a vacation sheet which shall be posted in each department. The vacation sheet shall be posted no later than March 1st of each year for a fourteen (14) day period for vacation leave to be taken from April 1 through September 10.

A vacation sheet shall be posted no later than August 1 for a fourteen (14) day period for vacation leave to be taken between September 11 and March 31.

Upon expiration of the fourteen (14) days, each employee may select additional vacation time to which he may be entitled, without regard to seniority.

Having once made a choice, no employee may change scheduled vacation if such change will conflict with the choice of any other employee in the unit or unless the affected employee and management agree to such change.

Employees must be notified of the approval or denial of vacation requests within fourteen (14) days after the end of the posting periods. All other vacation requests shall be responded to within seven (7) days.

SECTION 42.3: Ten (10) month employees of the College shall take their time off for vacation within their ten (10) month work time, unless management cannot grant vacation time within that period, in which case the employee may take accrued vacation at another time during the calendar year.

SECTION 42.4: Accumulation of vacation credits is allowed up to a maximum of forty (40) working days. Vacation credits are neither earned nor posted when an employee is at the maximum. Vacation earned will be granted and posted on the following schedule:

FIRST YEAR AND SECOND YEAR: Starting with the first (1st) month and ending with the twenty-fourth (24th) month of service, vacation shall be earned and be posted at the rate of 5/6 days per month of service. This is at an annual rate of ten (10) days per year.

THIRD YEAR THROUGH EIGHTH YEAR: After two (2) years of service, starting with the twenty-fifth (25th) month and ending with the ninety-sixth (96th) month of service, 1-5/12 days per month shall be earned and posted per month. This is at an annual rate of seventeen (17) days vacation per year.

NINTH YEAR THROUGH FOURTEENTH YEAR: After eight (8) years of service, starting with the ninety-seventh (97th) month and ending with the one-hundred sixty-eighth (168th) month, 1-1/2 days per month vacation shall be earned and posted. This is at an annual rate of eighteen (18) days vacation per year.

FIFTEENTH YEAR AND OVER: Commencing with the one-hundred sixty-ninth (169th) month of service, two (2) days per month vacation shall be earned and posted. This is at an annual rate of twenty-four (24) days vacation per year.

ARTICLE 43 - PARKING

SECTION 43.1: The College agrees for the life of this agreement to continue free parking in those areas where College employees are allowed to park without fee.

Expansion or alteration of parking lots with no fee status shall not affect the free parking status of such parking lots.

SECTION 43.2: Employees who incur additional parking costs if transferred to the Damon City Campus shall receive a designated stipend, to be paid quarterly, to defer those costs.

ARTICLE 44 - JURY DUTY AND COURT ATTENDANCE

SECTION 44.1: To meet an obligation as a citizen by serving on juries, an employee will be granted time off with pay for jury duty.

SECTION 44.2: Leave with pay is also granted pursuant to subpoena or other order of court, providing the employee is not a direct litigant in action before the court.

SECTION 44.3: An employee who works the afternoon or night shift, who is summoned to jury duty, shall be considered to be on the day shift working a normal work week for the duration of the jury service.

ARTICLE 45 - ASSOCIATION BUSINESS

SECTION 45.1: The Union will be granted use of designated meeting rooms during non-working hours for general membership meetings with advance approval by the Director of Human Resources.

SECTION 45.2: The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the College, subject to the advance approval of the contents of such notices and communications by the Director of Human Resources or designee.

SECTION 45.3: The College recognizes the right of the employees to designate representatives of the Union to appear on their behalf for the purpose of conducting negotiations, to discuss salaries, working conditions, grievances and disputes, and to visit employees during working hours for such purposes.

Any member of the Union shall have the right to present a grievance to representatives of the College or to file such grievance with the designated Union representative without loss of pay. Representatives of the Union shall be allowed release time with pay for the purpose of meeting with College representatives. Representatives of the Union shall be allowed release time with pay for the purpose of representing employees in a grievance at any stage of the grievance procedure.

Immediately upon execution of this agreement, the President of the Union shall submit to the Director of Human Resources or designee the names and work locations of all Union representatives and shall provide the names of new or changed representatives within five (5) working days of such change. No employee shall have official Union status until such time as the College has been notified in writing by the Union.

The College agrees to submit to the Union, upon five (5) working days' notice, the names and locations of any new employees who are within the Union's bargaining unit.

SECTION 45.4: The Unit President or designee shall be allowed time off with pay for purposes directly related to the contract or other Union business. An accounting of such hours will be made to the Director of Human Resources or designee each month. The union and the College agree to make this provision an issue of Labor Management after one (1) year.

SECTION 45.5: Representatives of the Union shall be allowed release time with pay for the purposes set forth below:

- (1) Attendance of a total aggregate of five (5) officers and delegates to C.S.E.A. conventions.
- (2) Meetings with employees and/or College representatives to discuss grievances and disputes relating to the terms and conditions of employment and this agreement, represent employees at any stage of the grievance procedure and for the purpose of assisting in the administration of the provisions of this agreement.
- (3) A maximum of twelve (12) work-days per year for the purpose attending C.S.E.A. state/local committee work.

The parties to this agreement agree to the following procedure for release time for Union business:

- (1) Union representatives shall notify the immediate supervisor or designee, if available, of the requirement for release time and shall specify the place of intended visitation, the purpose of release time, and the

estimated duration of stay. If the supervisor or designee is unavailable, this provision shall be waived.

(2) Prior to arrival at destination, the Union representative shall notify the Department Head of the intended presence, purpose, and estimated duration of stay.

(3) The Union representative shall, upon return to work, notify the supervisor of the time of return.

(4) All notification by the Union representative to the immediate supervisor shall be in writing whenever possible.

(5) Release time for Union business shall not be unreasonably denied.

SECTION 45.6: Members of the Board of Directors of the C.S.E.A. who are shift employees will be allowed time off to attend C.S.E.A. Board of Directors business meetings without loss of pay.

SECTION 45.7: The Union shall be allowed eight (8) members on the negotiating team. All time spent in negotiations shall be with no loss of pay.

ARTICLE 46 - GRIEVANCE PROCEDURE

SECTION 46.1: Each employee shall have the right to present a grievance to representatives of the College free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation at all stages of the grievance procedure.

A grievance shall be defined as any claimed violation of this contract or of rules, procedures, regulations, administrative orders or work rules which relate to employee health, safety, physical facilities or equipment furnished to employees; provided, however, that such term shall not include any matter involving an employee's pay group placement, retirement benefits, position classification, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law (or as to any matter on which the College is without authority to act).

The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the College to take the action complained of.

Step 1: A grievance as defined hereinabove between an employee or a group of employees and the College shall be initiated in the first instance by the employee(s) involved and/or the employee(s) representative with the Department involved, or the Department's authorized designee. The grievance shall be submitted in writing and signed by the aggrieved party or, in the event of a grievance on behalf of a group of

employees, by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within fifteen (15) business days from its known occurrence.

The Department Head shall serve a written reply to the aggrieved party or parties within five (5) business days of the submission of the grievance.

The Department Head or authorized designee may conduct an informal hearing at which all parties involved may present oral or written statements in support of their position. The hearing shall take place within ten (10) business days following the submission of the grievance to Step 1 of the grievance procedure.

The Department Head or authorized designee shall serve a written reply to the aggrieved employee(s) and the Union within five (5) business days from the close of the hearing.

Step 2: In the event the grievance is not disposed of under Step 1 of the grievance procedure, the Union may request a review of the grievance with the Director of Human Resources or designee. Such request shall be submitted in the same manner provided for in Step 1 of the grievance procedure and shall be submitted within ten (10) business days of the conclusion of Step 1. The Director of Human Resources shall serve a written reply to the Union within ten (10) business days following the close of the Step 2 review.

Step 3: In the event the grievance is not disposed of under Step 2 of the grievance procedure, the Union may submit the grievance to arbitration by filing a demand for arbitration with the Director of Human Resources within twenty (20) business days from the conclusion of Step 2.

The College and the Union shall establish a permanent panel of arbitrators to hear all arbitrations. The panel shall be selected by mutual agreement. Each year, the entire panel shall be reviewed by both parties. At that time, deletions may be made by either party, and additions may be mutually agreed to.

The top name on a rotating, alphabetical list shall be selected for the next arbitration. The selection shall be made when an arbitration demand is received by the Director of Human Resources. Within ten (10) business days of the receipt of an arbitration demand, the Director of Human Resources shall notify the arbitrator who is selected for that case. If an arbitrator is selected for an arbitration that is settled, that name shall be restored to the top of the list.

The arbitrator, after reviewing oral and written statements and testimony presented at such hearings, shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearings. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

The arbitrator shall not have jurisdiction or authority to add to, modify, detract from, or alter in any way the provisions of this agreement or any amendment or supplement thereto. If the grievance concerns matters not covered by this agreement or the procedures contained herein have not been adhered to, the grievance shall be denied by the arbitrator.

In any back-pay award, the arbitrator shall be limited to a back-pay award not to exceed the period commencing fifteen (15) business days preceding the filing of the grievance.

The time limits as set forth in this article shall be strictly adhered to and shall be binding upon the parties unless waived by mutual agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties to this agreement.

ARTICLE 47 - DISCIPLINARY PROCEDURES

SECTION 47.1: Any employee who has completed the probationary period shall not be disciplined or discharged without just and sufficient cause.

The probationary period for permanent competitive employees shall be as set forth in Civil Service law. The probationary period for non-competitive or labor class employees shall be one (1) year.

Any employee who has completed the probationary period who is disciplined or discharged shall be served with a notice of the action taken and the specific reasons therefore. A copy of the notice of action shall be served simultaneously upon a representative of the Unit and a copy mailed to the Union President.

This notice is to be presented to such employee at the time the action is taken. When an employee presents a clear and present danger to the College or fellow employees, the employee may be suspended and the serving of notice shall be waived for a period of forty-eight (48) hours.

Any such employee alleging that action taken was without just and sufficient cause shall have full recourse to the grievance procedure commencing at Step 2, as set forth in Article 46, providing that such grievance is filed within fifteen (15) working days following the action being grieved.

A grievance relating to suspension or discharge may be filed beginning at Step 2 of the grievance procedure within fifteen (15) working days following such action. A grievance relating to discharge may also be filed beginning at Step 3 of the grievance procedure within fifteen (15) days following such action.

The pendency of a grievance under this article shall not restrict the College's right to take the action being contested by the employee.

ARTICLE 47A - EMPLOYEE INTERROGATIONS

SECTION 47A.1: The parties agree that employee interrogations shall be conducted as follows:

1. This section shall apply only to employees who have completed a probationary period.

2. Interrogation. The term "interrogation" shall be defined to mean the questioning of an employee who, at the time of such questioning, appears to be a likely target or subject for disciplinary action.

3. No employee shall be required to submit to an interrogation by the College unless the employee is notified in advance of the interrogation that he or she has the right to have CSEA representation present or to decline such representation.

4. Signed statement. No employee shall be required to sign any statement regarding their incompetency or misconduct unless the employee is notified in advance that they have the right to have Union representation present or to decline such representation. The statement shall be submitted to the employee within a reasonable time after an interrogation, if one has been held. Prior to signing the statement, the employee may make such modifications or deletions in such statement that the employee deems necessary. A copy of the statement shall be supplied to the employee at the time the employee is required to sign the statement. Any statements or admissions signed by him or her without having been so supplied to him or her may not subsequently be used in any disciplinary proceeding.

5. Representation. If an employee requests Union representation, he or she shall be given a reasonable period of time to obtain representation. If the employee requests representation and the Union or employee fails to provide such representation within a reasonable period of time, the interrogation or statement signing may proceed. An arbitrator under the collective bargaining agreement shall have the power to find that a delay in providing such representation was unreasonable.

6. When an employee is represented by the Union, the employee may consult with the Union representative in a manner that does not interrupt the flow of an interrogation.

7. Recording devices/Transcripts. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made. A copy of any stenographic record (verbatim transcript) and/or tape recording made pursuant to this provision shall be supplied to the employee.

8. Remedy. If an employee is improperly subjected to an interrogation in violation of the provisions of this agreement, an arbitrator appointed pursuant to the collective bargaining agreement shall have the authority only to exclude information obtained thereby or other evidence derived solely through such interrogation. The College shall have the burden of proof to show that, upon the preponderance of the evidence, evidence sought to be introduced was not derived solely by reason of such interrogation and was obtained independently from the statements or evidence so provided by the employee.

9. Burden of proof. In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty, and the burden of proof on all matters shall rest upon the employer. Such burden of proof, even in serious matters which might constitute a crime, shall be preponderance of the evidence on the record and shall in no case be proof beyond a reasonable doubt.

10. Coercion/Intimidation. Employees shall not be coerced, intimidated, or caused to suffer any reprisals, either directly or indirectly, that may adversely affect their hours, wages, or working conditions, as a result of the exercise of their rights under this agreement.

ARTICLE 48 – LABOR MANAGEMENT MEETING

SECTION 48.1: It is agreed that Labor/Management Committee meetings shall be held at least on a quarterly basis between no more than three (3) representatives of the Union and three (3) designees of the College.

These meetings shall be held at a mutually agreed upon date, and the Union agrees to submit an agenda of issues to be discussed during such meetings at least five (5) days in advance of the scheduled date.

ARTICLE 49 - BUDGET

SECTION 49.1: The Unit President shall, upon request, receive a copy of the proposed annual budget after submission to the County and prior to its adoption.

ARTICLE 50 - EMERGENCY CLOSINGS

SECTION 50.1: **Emergency Class Cancellations:** Emergency class cancellations are at the discretion of the President or designee. Official closing and reopening times will be announced.

All Civil Service and administrative personnel will report for scheduled work in the event of the cancellation of classes.

All Civil Service personnel not reporting, or who leave for the remainder of their scheduled work shift, must use vacation, personal leave, or compensatory time during the time of such cancellations.

SECTION 50.2: Emergency College Closing: Emergency closing is at the discretion of the President or his designee. When the College is closed, all scheduled events are cancelled. Official closing and reopening times will be announced.

During an emergency closing, Civil Service personnel will be compensated as follows:

All Civil Service personnel who are working, or are scheduled to work, at the time of, or during a closing, will be paid for the period the College is closed.

Personnel not scheduled to work, or personnel on vacation, sick leave, compensatory time, or personal leave, etc., are not eligible for compensation beyond or in lieu of their leave pay.

Personnel who are required to work during a school closing will be compensated at the rate of one (1) hour for each hour worked during the closed period, in addition to regular time.

Personnel who are required to work during the closed period, will receive the regular hourly pay plus one (1) additional hour (two (2) times hourly rate), for each hour worked regardless of shift assignment.

ARTICLE 51 - COMPLETE AGREEMENT

SECTION 51.1: The parties agree that each has had the unlimited right to present proposals and counterproposals concerning wages, hours and other conditions of work, the results of which are set forth in this agreement.

This document constitutes the entire agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this agreement in writing annexed hereto and specifically designated as an amendment to this agreement, shall supersede or vary any of the provisions of this agreement.

ARTICLE 52 - SEVERABILITY

SECTION 52.1: If any article or part thereof of this agreement, or any addition thereto should be decided as in violation of any Federal, State or County Law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto shall not be affected.

SECTION 52.2: If a determination or decision is made pursuant to Section 52.1 of this Article, the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such article or part thereof.

IT IS AGREED BY AND BETWEEN THE PARTIES HERETO 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 GIVEN APPROVAL.

ARTICLE 53 - TERMS OF AGREEMENT

This agreement shall become effective September 1, 2012, and terminate at the close of business on August 31, 2016.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

MONROE COMMUNITY COLLEGE


By: Kenneth G. Goode, Chairman
Monroe Community College Board of Trustees

Date: 10/8/12

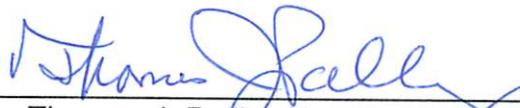

By: Anne M. Kress, President
Monroe Community College

Date: 10/8/12

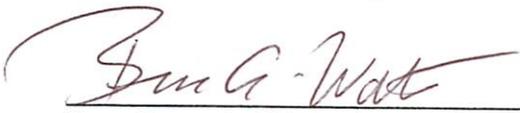

By: Alberta G. Lee, Assistant to the President
Human Resources & Organizational Development

Date: 10/8/12

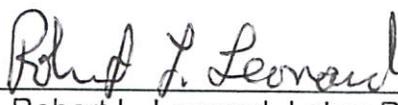
**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
MONROE COUNTY LOCAL 828, UNIT 7402**


By: Thomas J. Pollizi, Unit President
CSEA Unit 7402, Monroe Community College

Date: 10-8-12


By: Bess A. Watts, Local President
CSEA Local 828, Monroe County

Date: 10-8-2012


By: Robert L. Leonard, Labor Relations Specialist
CSEA, AFSCME Local 1000, AFL-CIO

Date: 10/9/12

MONROE COMMUNITY COLLEGE

**MONROE COMMUNITY COLLEGE EMPLOYEE UNIT
CSEA NEGOTIATING TEAM
2012**

Robert Leonard
Thomas Pollizi
Joe Angora
Lynn Rivers
Melissa Burley
Debbie Ake

Chief Negotiator
President
Second Vice President
Third Vice President
Fourth Vice President
Secretary

**MONROE COMMUNITY COLLEGE
MANAGEMENT NEGOTIATING TEAM
2012**

Alberta Lee

Martha Maher-Garcia
Diane Cecero
Michael Quinn

Asst. to the President, Human Resources
& Organizational Development
Director, Human Resources
General Counsel, President's Office
Controller, Controller's Office

If you have any questions regarding the contract, contact the following:

Labor:
CSEA Unit 7402
1000 East Henrietta Road
Rochester, NY 14623
(585) 292-3075

Management:
Monroe Community College
Human Resources Department
1000 East Henrietta Road
Rochester, NY 14623
(585) 292-2048

CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) SALARY SCHEDULE

September 1, 2012 - August 31, 2013

0% INCREMENT FACTOR

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
01	PAYROLL YEAR	22,417.24	23,095.49	24,645.86	26,099.40	27,455.97	28,909.43		
	70 HOUR	12.32	12.69	13.54	14.34	15.09	15.88		
	80 HOUR	10.78	11.10	11.85	12.55	13.20	13.90		
	BI-WEEKLY	862.20	888.29	947.92	1,003.82	1,056.00	1,111.90		
02	PAYROLL YEAR	23,870.68	24,548.96	26,099.40	27,455.97	29,006.38	30,556.72		
	70 HOUR	13.12	13.49	14.34	15.09	15.94	16.79		
	80 HOUR	11.48	11.80	12.55	13.20	13.95	14.69		
	BI-WEEKLY	918.10	944.19	1,003.82	1,056.00	1,115.63	1,175.26		
03	PAYROLL YEAR	25,227.26	25,905.56	27,262.18	28,909.43	30,556.72	32,203.98		
	70 HOUR	13.86	14.23	14.98	15.88	16.79	17.69		
	80 HOUR	12.13	12.45	13.11	13.90	14.69	15.48		
	BI-WEEKLY	970.28	996.37	1,048.55	1,111.90	1,175.26	1,238.61		
04	PAYROLL YEAR	26,099.40	26,874.56	28,715.62	30,266.04	31,816.39	33,463.61		
	70 HOUR	14.34	14.77	15.78	16.63	17.48	18.39		
	80 HOUR	12.55	12.92	13.81	14.55	15.30	16.09		
	BI-WEEKLY	1,003.82	1,033.64	1,104.45	1,164.08	1,223.71	1,287.06		
05	PAYROLL YEAR	27,746.63	28,715.62	30,362.92	32,203.98	33,754.39	35,595.46		
	70 HOUR	15.25	15.78	16.68	17.69	18.55	19.56		
	80 HOUR	13.34	13.81	14.60	15.48	16.23	17.11		
	BI-WEEKLY	1,067.18	1,104.45	1,167.80	1,238.61	1,298.25	1,369.06		
06	PAYROLL YEAR	29,781.52	30,556.72	32,494.67	34,335.78	36,176.84	37,921.06		
	70 HOUR	16.36	16.79	17.85	18.87	19.88	20.84		
	80 HOUR	14.32	14.69	15.62	16.51	17.39	18.23		
	BI-WEEKLY	1,145.44	1,175.26	1,249.79	1,320.61	1,391.42	1,458.50		

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
07	PAYROLL YEAR	31,622.62	32,591.57	34,529.58	36,564.47	38,502.42	40,440.43		
	70 HOUR	17.38	17.91	18.97	20.09	21.16	22.22		
	80 HOUR	15.20	15.67	16.60	17.58	18.51	19.44		
	BI-WEEKLY	1,216.25	1,253.52	1,328.06	1,406.33	1,480.86	1,555.40		
08	PAYROLL YEAR	33,560.55	34,529.58	36,661.35	38,696.30	40,828.00	42,959.76		
	70 HOUR	18.44	18.97	20.14	21.26	22.43	23.60		
	80 HOUR	16.13	16.60	17.63	18.60	19.63	20.65		
	BI-WEEKLY	1,290.79	1,328.06	1,410.05	1,488.32	1,570.31	1,652.30		
09	PAYROLL YEAR	35,789.27	36,758.27	38,986.92	41,118.71	43,444.26	45,672.96		
	70 HOUR	19.66	20.20	21.42	22.59	23.87	25.10		
	80 HOUR	17.21	17.67	18.74	19.77	20.89	21.96		
	BI-WEEKLY	1,376.51	1,413.78	1,499.50	1,581.49	1,670.93	1,756.65		
10	PAYROLL YEAR	38,017.95	39,083.82	41,603.18	43,928.82	46,351.28	48,870.60		
	70 HOUR	20.89	21.47	22.86	24.14	25.47	26.85		
	80 HOUR	18.28	18.79	20.00	21.12	22.28	23.50		
	BI-WEEKLY	1,462.23	1,503.22	1,600.12	1,689.57	1,782.74	1,879.64		
11	PAYROLL YEAR	40,537.34	41,700.09	44,219.54	46,835.79	49,452.05	51,971.37		
	70 HOUR	22.27	22.91	24.30	25.73	27.17	28.56		
	80 HOUR	19.49	20.05	21.26	22.52	23.78	24.99		
	BI-WEEKLY	1,559.13	1,603.85	1,700.75	1,801.38	1,902.00	1,998.90		
12	PAYROLL YEAR	43,153.57	44,413.29	47,126.42	49,839.62	52,746.58	55,265.94	56,358.93	57,473.86
	70 HOUR	23.71	24.40	25.89	27.38	28.98	30.37	30.97	31.5790
	80 HOUR	20.75	21.35	22.66	23.96	25.36	26.57	27.10	27.6317
	BI-WEEKLY	1,659.75	1,708.20	1,812.55	1,916.91	2,028.71	2,125.61	2,167.65	2,210.53
13	PAYROLL YEAR	46,157.49	47,514.04	50,420.99	53,327.98	56,428.74	58,948.14		
	70 HOUR	25.36	26.11	27.70	29.30	31.00	32.39		
	80 HOUR	22.19	22.84	24.24	25.64	27.13	28.34		
	BI-WEEKLY	1,775.29	1,827.46	1,939.27	2,051.08	2,170.34	2,267.24		

*Steps F and G only apply to Nurses, per previous negotiations

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
14	PAYROLL YEAR	49,452.05	50,905.51	53,909.39	57,203.95	60,498.57	63,308.61		
	70 HOUR	27.17	27.97	29.62	31.43	33.24	34.78		
	80 HOUR	23.78	24.47	25.92	27.50	29.09	30.44		
	BI-WEEKLY	1,902.00	1,957.90	2,073.44	2,200.15	2,326.87	2,434.95		
15	PAYROLL YEAR	53,424.91	55,072.17	58,463.64	61,758.51	65,246.59	68,541.18		
	70 HOUR	29.35	30.26	32.12	33.93	35.85	37.66		
	80 HOUR	25.69	26.48	28.11	29.69	31.37	32.95		
	BI-WEEKLY	2,054.80	2,118.16	2,248.60	2,375.33	2,509.48	2,636.20		
16	PAYROLL YEAR	57,397.75	58,948.14	62,824.10	66,312.45	69,994.59	73,676.81		
	70 HOUR	31.54	32.39	34.52	36.44	38.46	40.48		
	80 HOUR	27.60	28.34	30.20	31.88	33.65	35.42		
	BI-WEEKLY	2,207.61	2,267.24	2,416.31	2,550.48	2,692.10	2,833.72		

CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) SALARY SCHEDULE

September 1, 2013 - August 31, 2014

2% INCREMENT FACTOR

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
01	PAYROLL YEAR	22,865.59	23,557.40	25,138.78	26,621.39	28,005.09	29,487.62		
	70 HOUR	12.56	12.94	13.81	14.63	15.39	16.20		
	80 HOUR	10.99	11.33	12.09	12.80	13.46	14.18		
	BI-WEEKLY	879.45	906.05	966.88	1,023.90	1,077.12	1,134.14		
02	PAYROLL YEAR	24,348.10	25,039.94	26,621.39	28,005.09	29,586.51	31,167.85		
	70 HOUR	13.38	13.76	14.63	15.39	16.26	17.13		
	80 HOUR	11.71	12.04	12.80	13.46	14.22	14.98		
	BI-WEEKLY	936.47	963.07	1,023.90	1,077.12	1,137.94	1,198.76		
03	PAYROLL YEAR	25,731.80	26,423.67	27,807.43	29,487.62	31,167.85	32,848.06		
	70 HOUR	14.14	14.52	15.28	16.20	17.13	18.05		
	80 HOUR	12.37	12.70	13.37	14.18	14.98	15.79		
	BI-WEEKLY	989.68	1,016.30	1,069.52	1,134.14	1,198.76	1,263.39		
04	PAYROLL YEAR	26,621.39	27,412.06	29,289.94	30,871.36	32,452.72	34,132.89		
	70 HOUR	14.63	15.06	16.09	16.96	17.83	18.75		
	80 HOUR	12.80	13.18	14.08	14.84	15.60	16.41		
	BI-WEEKLY	1,023.90	1,054.31	1,126.54	1,187.36	1,248.18	1,312.80		
05	PAYROLL YEAR	28,301.56	29,289.94	30,970.18	32,848.06	34,429.48	36,307.37		
	70 HOUR	15.55	16.09	17.02	18.05	18.92	19.95		
	80 HOUR	13.61	14.08	14.89	15.79	16.55	17.46		
	BI-WEEKLY	1,088.52	1,126.54	1,191.16	1,263.39	1,324.21	1,396.44		
06	PAYROLL YEAR	30,377.15	31,167.85	33,144.56	35,022.49	36,900.37	38,679.48		
	70 HOUR	16.69	17.13	18.21	19.24	20.27	21.25		
	80 HOUR	14.60	14.98	15.93	16.84	17.74	18.60		
	BI-WEEKLY	1,168.35	1,198.76	1,274.79	1,347.02	1,419.25	1,487.67		

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
07	PAYROLL YEAR	32,255.07	33,243.40	35,220.17	37,295.76	39,272.47	41,249.24		
	70 HOUR	17.72	18.27	19.35	20.49	21.58	22.66		
	80 HOUR	15.51	15.98	16.93	17.93	18.88	19.83		
	BI-WEEKLY	1,240.58	1,278.59	1,354.62	1,434.45	1,510.48	1,586.51		
08	PAYROLL YEAR	34,231.76	35,220.17	37,394.57	39,470.22	41,644.56	43,818.96		
	70 HOUR	18.81	19.35	20.55	21.69	22.88	24.08		
	80 HOUR	16.46	16.93	17.98	18.98	20.02	21.07		
	BI-WEEKLY	1,316.61	1,354.62	1,438.25	1,518.09	1,601.71	1,685.34		
09	PAYROLL YEAR	36,505.05	37,493.44	39,766.65	41,941.08	44,313.15	46,586.42		
	70 HOUR	20.06	20.60	21.85	23.04	24.35	25.60		
	80 HOUR	17.55	18.03	19.12	20.16	21.30	22.40		
	BI-WEEKLY	1,404.04	1,442.06	1,529.49	1,613.12	1,704.35	1,791.79		
10	PAYROLL YEAR	38,778.31	39,865.49	42,435.24	44,807.40	47,278.30	49,848.01		
	70 HOUR	21.31	21.90	23.32	24.62	25.98	27.39		
	80 HOUR	18.64	19.17	20.40	21.54	22.73	23.97		
	BI-WEEKLY	1,491.47	1,533.29	1,632.12	1,723.36	1,818.40	1,917.23		
11	PAYROLL YEAR	41,348.09	42,534.09	45,103.93	47,772.50	50,441.09	53,010.80		
	70 HOUR	22.72	23.37	24.78	26.25	27.71	29.13		
	80 HOUR	19.88	20.45	21.68	22.97	24.25	25.49		
	BI-WEEKLY	1,590.31	1,635.93	1,734.77	1,837.40	1,940.04	2,038.88		
12	PAYROLL YEAR	44,016.64	45,301.56	48,068.95	50,836.41	53,801.52	56,371.26	57,486.11	58,623.34
	70 HOUR	24.18	24.89	26.41	27.93	29.56	30.97	31.59	32.2106
	80 HOUR	21.16	21.78	23.11	24.44	25.87	27.10	27.64	28.1843
	BI-WEEKLY	1,692.95	1,742.37	1,848.81	1,955.25	2,069.29	2,168.13	2,211.00	2,254.74
13	PAYROLL YEAR	47,080.64	48,464.32	51,429.41	54,394.54	57,557.32	60,127.10		
	70 HOUR	25.87	26.63	28.26	29.89	31.62	33.04		
	80 HOUR	22.63	23.30	24.73	26.15	27.67	28.91		
	BI-WEEKLY	1,810.79	1,864.01	1,978.05	2,092.10	2,213.74	2,312.58		

*Steps F and G only apply to Nurses, per previous negotiations.

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
14	PAYROLL YEAR	50,441.09	51,923.62	54,987.58	58,348.03	61,708.54	64,574.78		
	70 HOUR	27.71	28.53	30.21	32.06	33.91	35.48		
	80 HOUR	24.25	24.96	26.44	28.05	29.67	31.05		
	BI-WEEKLY	1,940.04	1,997.06	2,114.91	2,244.16	2,373.41	2,483.65		
15	PAYROLL YEAR	54,493.41	56,173.61	59,632.91	62,993.68	66,551.52	69,912.00		
	70 HOUR	29.94	30.86	32.77	34.61	36.57	38.41		
	80 HOUR	26.20	27.01	28.67	30.29	32.00	33.61		
	BI-WEEKLY	2,095.90	2,160.52	2,293.57	2,422.83	2,559.67	2,688.92		
16	PAYROLL YEAR	58,545.70	60,127.10	64,080.58	67,638.70	71,394.49	75,150.35		
	70 HOUR	32.17	33.04	35.21	37.16	39.23	41.29		
	80 HOUR	28.15	28.91	30.81	32.52	34.32	36.13		
	BI-WEEKLY	2,251.76	2,312.58	2,464.64	2,601.49	2,745.94	2,890.40		

CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) SALARY SCHEDULE

September 1, 2014 - August 31, 2015

2% INCREMENT FACTOR

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
01	PAYROLL YEAR	23,322.90	24,028.55	25,641.55	27,153.82	28,565.20	30,077.37		
	70 HOUR	12.81	13.20	14.09	14.92	15.70	16.53		
	80 HOUR	11.21	11.55	12.33	13.05	13.73	14.46		
	BI-WEEKLY	897.03	924.18	986.21	1,044.38	1,098.66	1,156.82		
02	PAYROLL YEAR	24,835.06	25,540.74	27,153.82	28,565.20	30,178.24	31,791.21		
	70 HOUR	13.65	14.03	14.92	15.70	16.58	17.47		
	80 HOUR	11.94	12.28	13.05	13.73	14.51	15.28		
	BI-WEEKLY	955.19	982.34	1,044.38	1,098.66	1,160.70	1,222.74		
03	PAYROLL YEAR	26,246.44	26,952.14	28,363.58	30,077.37	31,791.21	33,505.02		
	70 HOUR	14.42	14.81	15.58	16.53	17.47	18.41		
	80 HOUR	12.62	12.96	13.64	14.46	15.28	16.11		
	BI-WEEKLY	1,009.48	1,036.62	1,090.91	1,156.82	1,222.74	1,288.65		
04	PAYROLL YEAR	27,153.82	27,960.30	29,875.74	31,488.79	33,101.78	34,815.54		
	70 HOUR	14.92	15.36	16.42	17.30	18.19	19.13		
	80 HOUR	13.05	13.44	14.36	15.14	15.91	16.74		
	BI-WEEKLY	1,044.38	1,075.40	1,149.07	1,211.11	1,273.15	1,339.06		
05	PAYROLL YEAR	28,867.59	29,875.74	31,589.58	33,505.02	35,118.07	37,033.52		
	70 HOUR	15.86	16.42	17.36	18.41	19.30	20.35		
	80 HOUR	13.88	14.36	15.19	16.11	16.88	17.80		
	BI-WEEKLY	1,110.29	1,149.07	1,214.98	1,288.65	1,350.69	1,424.37		
06	PAYROLL YEAR	30,984.69	31,791.21	33,807.45	35,722.94	37,638.38	39,453.07		
	70 HOUR	17.02	17.47	18.58	19.63	20.68	21.68		
	80 HOUR	14.90	15.28	16.25	17.17	18.10	18.97		
	BI-WEEKLY	1,191.72	1,222.74	1,300.29	1,373.96	1,447.63	1,517.43		

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
07	PAYROLL YEAR	32,900.17	33,908.27	35,924.58	38,041.67	40,057.92	42,074.22		
	70 HOUR	18.08	18.63	19.74	20.90	22.01	23.12		
	80 HOUR	15.82	16.30	17.27	18.29	19.26	20.23		
	BI-WEEKLY	1,265.39	1,304.16	1,381.71	1,463.14	1,540.69	1,618.24		
08	PAYROLL YEAR	34,916.40	35,924.58	38,142.47	40,259.63	42,477.45	44,695.34		
	70 HOUR	19.18	19.74	20.96	22.12	23.34	24.56		
	80 HOUR	16.79	17.27	18.34	19.36	20.42	21.49		
	BI-WEEKLY	1,342.94	1,381.71	1,467.02	1,548.45	1,633.75	1,719.05		
09	PAYROLL YEAR	37,235.15	38,243.31	40,561.99	42,779.90	45,199.41	47,518.15		
	70 HOUR	20.46	21.01	22.29	23.51	24.83	26.11		
	80 HOUR	17.90	18.39	19.50	20.57	21.73	22.85		
	BI-WEEKLY	1,432.12	1,470.90	1,560.08	1,645.38	1,738.44	1,827.62		
10	PAYROLL YEAR	39,553.87	40,662.80	43,283.95	45,703.54	48,223.87	50,844.97		
	70 HOUR	21.73	22.34	23.78	25.11	26.50	27.94		
	80 HOUR	19.02	19.55	20.81	21.97	23.18	24.44		
	BI-WEEKLY	1,521.30	1,563.95	1,664.77	1,757.83	1,854.76	1,955.58		
11	PAYROLL YEAR	42,175.05	43,384.77	46,006.01	48,727.95	51,449.91	54,071.01		
	70 HOUR	23.17	23.84	25.28	26.77	28.27	29.71		
	80 HOUR	20.28	20.86	22.12	23.43	24.74	26.00		
	BI-WEEKLY	1,622.12	1,668.65	1,769.46	1,874.15	1,978.84	2,079.65		
12	PAYROLL YEAR	44,896.97	46,207.59	49,030.32	51,853.14	54,877.55	57,498.69	58,635.83	59,795.81
	70 HOUR	24.67	25.39	26.94	28.49	30.15	31.59	32.22	32.8548
	80 HOUR	21.59	22.22	23.57	24.93	26.38	27.64	28.19	28.7480
	BI-WEEKLY	1,726.81	1,777.21	1,885.78	1,994.35	2,110.67	2,211.49	2,255.22	2,299.84
13	PAYROLL YEAR	48,022.25	49,433.60	52,458.00	55,482.43	58,708.46	61,329.64		
	70 HOUR	26.39	27.16	28.82	30.48	32.26	33.70		
	80 HOUR	23.09	23.77	25.22	26.67	28.23	29.49		
	BI-WEEKLY	1,847.01	1,901.29	2,017.62	2,133.94	2,258.02	2,358.83		

*Steps F and G only apply to Nurses, per previous negotiations.

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
14	PAYROLL YEAR	51,449.91	52,962.10	56,087.33	59,514.99	62,942.71	65,866.27		
	70 HOUR	28.27	29.10	30.82	32.70	34.58	36.19		
	80 HOUR	24.74	25.46	26.97	28.61	30.26	31.67		
	BI-WEEKLY	1,978.84	2,037.00	2,157.21	2,289.04	2,420.87	2,533.32		
15	PAYROLL YEAR	55,583.28	57,297.08	60,825.57	64,253.55	67,882.55	71,310.24		
	70 HOUR	30.54	31.48	33.42	35.30	37.30	39.18		
	80 HOUR	26.72	27.55	29.24	30.89	32.64	34.28		
	BI-WEEKLY	2,137.82	2,203.73	2,339.45	2,471.29	2,610.87	2,742.70		
16	PAYROLL YEAR	59,716.61	61,329.64	65,362.19	68,991.47	72,822.38	76,653.35		
	70 HOUR	32.81	33.70	35.91	37.91	40.01	42.12		
	80 HOUR	28.71	29.49	31.42	33.17	35.01	36.85		
	BI-WEEKLY	2,296.79	2,358.83	2,513.93	2,653.52	2,800.86	2,948.21		

CIVIL SERVICE EMPLOYEES ASSOCIATION (CSEA) SALARY SCHEDULE

September 1, 2015 - August 31, 2016

2.5% INCREMENT FACTOR

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
01	PAYROLL YEAR	23,905.97	24,629.27	26,282.59	27,832.66	29,279.33	30,829.30		
	70 HOUR	13.14	13.53	14.44	15.29	16.09	16.94		
	80 HOUR	11.49	11.84	12.64	13.38	14.08	14.82		
	BI-WEEKLY	919.46	947.28	1,010.87	1,070.49	1,126.13	1,185.74		
02	PAYROLL YEAR	25,455.94	26,179.26	27,832.66	29,279.33	30,932.69	32,585.99		
	70 HOUR	13.99	14.38	15.29	16.09	17.00	17.90		
	80 HOUR	12.24	12.59	13.38	14.08	14.87	15.67		
	BI-WEEKLY	979.07	1,006.89	1,070.49	1,126.13	1,189.72	1,253.31		
03	PAYROLL YEAR	26,902.60	27,625.95	29,072.67	30,829.30	32,585.99	34,342.64		
	70 HOUR	14.78	15.18	15.97	16.94	17.90	18.87		
	80 HOUR	12.93	13.28	13.98	14.82	15.67	16.51		
	BI-WEEKLY	1,034.72	1,062.54	1,118.18	1,185.74	1,253.31	1,320.87		
04	PAYROLL YEAR	27,832.66	28,659.30	30,622.63	32,276.01	33,929.32	35,685.93		
	70 HOUR	15.29	15.75	16.83	17.73	18.64	19.61		
	80 HOUR	13.38	13.78	14.72	15.52	16.31	17.16		
	BI-WEEKLY	1,070.49	1,102.28	1,177.79	1,241.38	1,304.97	1,372.54		
05	PAYROLL YEAR	29,589.28	30,622.63	32,379.32	34,342.64	35,996.02	37,959.36		
	70 HOUR	16.26	16.83	17.79	18.87	19.78	20.86		
	80 HOUR	14.23	14.72	15.57	16.51	17.31	18.25		
	BI-WEEKLY	1,138.05	1,177.79	1,245.36	1,320.87	1,384.46	1,459.98		
06	PAYROLL YEAR	31,759.31	32,585.99	34,652.64	36,616.02	38,579.34	40,439.39		
	70 HOUR	17.45	17.90	19.04	20.12	21.20	22.22		
	80 HOUR	15.27	15.67	16.66	17.60	18.55	19.44		
	BI-WEEKLY	1,221.51	1,253.31	1,332.79	1,408.31	1,483.82	1,555.36		

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
07	PAYROLL YEAR	33,722.67	34,755.98	36,822.69	38,992.72	41,059.36	43,126.08		
	70 HOUR	18.53	19.10	20.23	21.42	22.56	23.70		
	80 HOUR	16.21	16.71	17.70	18.75	19.74	20.73		
	BI-WEEKLY	1,297.03	1,336.77	1,416.26	1,499.72	1,579.21	1,658.70		
08	PAYROLL YEAR	35,789.31	36,822.69	39,096.03	41,266.12	43,539.39	45,812.72		
	70 HOUR	19.66	20.23	21.48	22.67	23.92	25.17		
	80 HOUR	17.21	17.70	18.80	19.84	20.93	22.03		
	BI-WEEKLY	1,376.51	1,416.26	1,503.69	1,587.16	1,674.59	1,762.03		
09	PAYROLL YEAR	38,166.03	39,199.39	41,576.04	43,849.40	46,329.39	48,706.11		
	70 HOUR	20.97	21.54	22.84	24.09	25.46	26.76		
	80 HOUR	18.35	18.85	19.99	21.08	22.27	23.42		
	BI-WEEKLY	1,467.92	1,507.67	1,599.08	1,686.52	1,781.90	1,873.31		
10	PAYROLL YEAR	40,542.72	41,679.37	44,366.04	46,846.13	49,429.47	52,116.10		
	70 HOUR	22.28	22.90	24.38	25.74	27.16	28.64		
	80 HOUR	19.49	20.04	21.33	22.52	23.76	25.06		
	BI-WEEKLY	1,559.34	1,603.05	1,706.39	1,801.77	1,901.13	2,004.47		
11	PAYROLL YEAR	43,229.43	44,469.39	47,156.16	49,946.15	52,736.16	55,422.79		
	70 HOUR	23.75	24.43	25.91	27.44	28.98	30.45		
	80 HOUR	20.78	21.38	22.67	24.01	25.35	26.65		
	BI-WEEKLY	1,662.67	1,710.36	1,813.70	1,921.01	2,028.31	2,131.65		
12	PAYROLL YEAR	46,019.40	47,362.78	50,256.08	53,149.47	56,249.49	58,936.16	60,101.73	61,290.70
	70 HOUR	25.29	26.02	27.61	29.20	30.91	32.38	33.02	33.6762
	80 HOUR	22.12	22.77	24.16	25.55	27.04	28.33	28.90	29.4667
	BI-WEEKLY	1,769.98	1,821.65	1,932.93	2,044.21	2,163.44	2,266.78	2,311.60	2,357.33
13	PAYROLL YEAR	49,222.80	50,669.44	53,769.45	56,869.49	60,176.17	62,862.88		
	70 HOUR	27.05	27.84	29.54	31.25	33.06	34.54		
	80 HOUR	23.66	24.36	25.85	27.34	28.93	30.22		
	BI-WEEKLY	1,893.18	1,948.82	2,068.06	2,187.29	2,314.47	2,417.80		

*Steps F and G only apply to Nurses, per previous negotiations.

GROUP		ENTRY	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
14	PAYROLL YEAR	52,736.16	54,286.15	57,489.52	61,002.87	64,516.28	67,512.93		
	70 HOUR	28.98	29.83	31.59	33.52	35.45	37.10		
	80 HOUR	25.35	26.10	27.64	29.33	31.02	32.46		
	BI-WEEKLY	2,028.31	2,087.93	2,211.14	2,346.26	2,481.40	2,596.65		
15	PAYROLL YEAR	56,972.86	58,729.51	62,346.21	65,859.89	69,579.62	73,093.00		
	70 HOUR	31.30	32.27	34.26	36.19	38.23	40.16		
	80 HOUR	27.39	28.24	29.97	31.66	33.45	35.14		
	BI-WEEKLY	2,191.26	2,258.83	2,397.93	2,533.07	2,676.14	2,811.27		
16	PAYROLL YEAR	61,209.53	62,862.88	66,996.25	70,716.26	74,642.93	78,569.69		
	70 HOUR	33.63	34.54	36.81	38.86	41.01	43.17		
	80 HOUR	29.43	30.22	32.21	34.00	35.89	37.77		
	BI-WEEKLY	2,354.21	2,417.80	2,576.78	2,719.86	2,870.88	3,021.91		

CANINE AGREEMENT

THIS AGREEMENT made the 1ST day of September 2008 by and between MONROE COMMUNITY COLLEGE hereinafter THE COLLEGE and RON FESS hereinafter THE HANDLER.

The HANDLER and the COLLEGE for consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF ENGAGEMENT: For consideration set forth below, the HANDLER agrees to perform the following:

1. HANDLER will be responsible for home care and upkeep of canine (referred to as Abby). "Home Care" includes but is not limited to grooming, bathing, feeding, exercising, cleaning dog's living quarters and necessary training.
2. HANDLER will house and transport Abby daily from his residence to campus.
3. HANDLER will transport Abby for periodic checkups at the veterinarian for health care.
4. HANDLER will insure that Abby is kept in a safe environment at his residence for Abby, himself, the handler's family and neighbors.

ARTICLE 2. LENGTH OF ENGAGEMENT: It is mutually agreed and understood by THE COLLEGE and the HANDLER that this agreement shall commence immediately and continue until by mutual agreement, this engagement be ended with thirty (30) days notice. Any such modifications to this agreement shall be reduced to writing and made a permanent appendix to the original contract.

ARTICLE 3. CONSIDERATION FOR SERVICES RENDERED:

1. COLLEGE will issue a purchase order for food and supplies at Pet Smart.
2. COLLEGE will issue a purchase order for the veterinarian at Stoneridge Veterinary Hospital.
3. COLLEGE will supply a canine transporter for transportation from the HANDLER'S residence to campus, veterinary services, and other canine related items. All expenses such as gasoline and service repairs to be paid by COLLEGE. Vehicle is for canine and HANDLER transportation only to and from the campus and not for private use of the HANDLER.
4. COLLEGE will pay HANDLER'S hourly rate for 10.5 hours per week (paid as a stipend), and adjusted each September 1st, for the term of the agreement for the homecare of Abby as described in ARTICLE 1. This compensation will not be due, if for any reason, HANDLER is unable to perform the duties described in ARTICLE 1.
5. COLLEGE will provide an annual repair allowance not to exceed \$500 to compensate HANDLER for all possible damages to HANDLER'S residence as a result of canine activities.
6. Per IRS commuting rule (Reg. 1.61-21 (f)(3)), COLLEGE will include the commuting value (currently \$3.00 per day worked) as a taxable item to the HANDLER.

ARTICLE 4. CONTRACT ADMINISTRATION: HANDLER and COLLEGE
mutually agree and understand:

- A. HANDLER shall submit delivery receipts for charges against purchase orders for payment in accordance with ARTICLE 3 within five (5) working days.
- B. HANDLER shall submit all claims for payment to COLLEGE'S Director of Facilities.
- C. HANDLER is obligated to provide evidence of performance at the request of the Director of Facilities.
- D. Director of Facilities shall serve as liaison between HANDLER and THE COLLEGE in all matters related to this agreement.
- E. HANDLER shall be held harmless for any acts of the canine (Abby) unless as a result of HANDLER'S negligence.

ARTICLE 5. SEAL(S): It is mutually agreed and understood by THE COLLEGE and the HANDLER that this agreement shall be in full force and effect, and shall be binding upon both parties immediately upon the affixing of signature of each party. It is further agreed and understood by both parties that this agreement supercedes any and all others which may exist between these parties.

MONROE COMMUNITY COLLEGE

HANDLER

 11/19/08

Hezekiah Simmons Date:
Vice President
Administrative Services

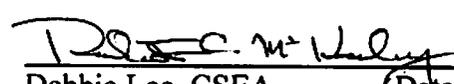
 11-12-08

Ronald E. Fess Date:

CSEA

 11-4-08

Kevin Drew, President Date:

 11-4-08

Debbie Lee, CSEA Date:
FOR DEBBIE LEE

AMENDMENT TO CANINE AGREEMENT

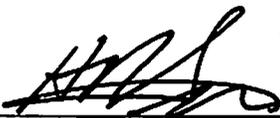
In the event of the following circumstances, the COLLEGE will extend an option to the HANDLER to take full ownership and responsibility for the canine:

1. The Canine is not able to fulfill the full scope of responsibilities.
2. The HANDLER separates from the institution for any reason.
3. The COLLEGE elects to discontinue use of the Canine.

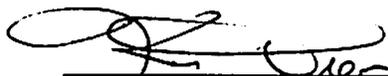
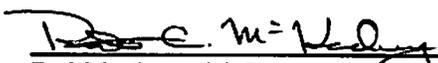
Under any of these circumstances, the HANDLER would be required to petition to the COLLEGE for ownership, which will not be unreasonably withheld.

MONROE COMMUNITY COLLEGE

HANDLER

	<u>11/19/08</u>		<u>11-12-08</u>
Hezekiah Simmons	Date:	Ronald E. Fess	Date:
Vice President			
Administrative Services			

CSEA

	<u>11-4-08</u>		<u>11-4-08</u>
Kevin Drew, President	Date:	Debbie Lee, CSEA	Date:
		FOR DEBBIE LEE	



Alberta G. Lee
Director, Human Resources

DATE: - October 15, 2007
TO: Debbie Lee, CSEA Labor Relations
FROM: Alberta G. Lee, Director, Human Resources
SUBJECT: Taxability of Uniform Allowance

After reviewing the tax impact on the uniform allowance for CSEA members as referenced in Article 9.5, the College agrees to increase the \$25.00 reimbursement to \$35.00 per month; retroactive to January 1, 2007. Effective January 1, 2008 this reimbursement will be included in each payroll check on a monthly basis as a taxable wage.

The remaining 2007 reimbursement will remain through Accounts Payable as a separate check.

Agreed this date: October 15, 2007


Kevin Drew, CSEA President


Alberta G. Lee, Director,
Human Resources
Monroe Community College


Debbie Lee, CSEA Labor Relations

MCC PUBLIC SAFETY ASSISTANT SUPERVISOR/SGT'S POSITION
AGREEMENT BETWEEN CSEA AND PUBLIC SAFETY MANAGEMENT

The position's rate of pay will be a pay grade 12.

Must be a current Full-Time Provisional Campus Peace Officer to be eligible for the position.

Once an individual is chosen for the position they can't be removed unless it is for just cause.
(Disciplinary Proceedings).

Individuals in this position can't be ordered to work on their scheduled days off unless it's an emergency condition as ordered by the college or deemed necessary by the Director of Public Safety.

Employees days off will not be changed to cover a holiday.

It has also been past practice at the college that no one's shift gets changed unless agreed upon by the employee. CSEA will stand behind this practice 100%.

The days off for the position must be posted as either Friday and Saturday or Sunday and Monday. These days off will be chosen by the Shift Supervisor. A rotated wheel or another work schedule could be considered but all the CSEA Public Safety Supervisor's must agree to this type of change in working conditions.

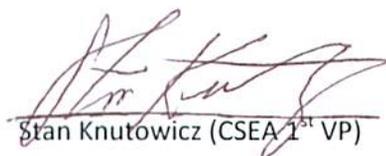
Damon City Campus days off will be Saturday and Sunday and the hours will be 2pm-10pm

The days off will not be split unless agreed upon by the employee.

Nothing in this agreement will prevent employees from voluntarily switching days off with each other.

If all terms are agreed to then CSEA will support this new in-house position within the Public Safety Department.


Tom Pollizi (CSEA President)


Stan Knutowicz (CSEA 1st VP)


Lee Struble (Director of Public Safety)


John Mallaber (Coordinator of Patrol)

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