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AGREEMENT

between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and the

**CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
TC3 UNIT 8908 OF THE TOMPKINS COUNTY LOCAL 855**

September 1, 2009 - August 31, 2013

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ARTICLE 1. PREAMBLE

The College hereby finds and declares that it is in the best interest of the College and the employees of the College to provide for an effective implementation of the requirements of the Public Employees' Fair Employment Act, as set forth in Article XIV of the Civil Service Law, as added by Chapter 392 of the Laws of 1967, by the resolution of disputes in the course of collective negotiations with The Civil Service Employees Association, Inc.

ARTICLE 2. MANDATORY LEGISLATIVE CLAUSE [Section 204(a) of the Taylor Law]

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

ARTICLE 3. INTRODUCTION-NOMENCLATURE

The Tompkins Cortland Community College shall hereinafter be referred to as the College, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, TC3 Unit 8908 of the Tompkins County Local 855, shall hereinafter be referred to as the Union.

ARTICLE 4. LENGTH OF AGREEMENT

This Agreement is to become effective September 1, 2009, for the four-year Agreement period to end August 31, 2013.

ARTICLE 5. EQUAL OPPORTUNITY DECLARATION

Tompkins Cortland Community College and the Union are committed to equal opportunity in employment, admission, and treatment for all qualified individuals without regard to race, color, creed, national origin, sex, age, marital status, disability, sexual orientation, veterans status or any other basis as prohibited by Federal or New York State Law.

ARTICLE 6. SAVINGS CLAUSE - Conflict with Federal or State Law

In the event any provision(s) of this Agreement shall conflict with any of the provision(s) or requirement(s) of any state or federal law, the provision(s) of the state or federal law shall control and the remainder of the Agreement shall not be invalidated by such a conflict.

If a determination or decision is made pursuant to the paragraph above, the parties to this Agreement shall convene immediately for the purposes of negotiating non-economic items as a satisfactory replacement for such article or part thereof.

ARTICLE 7. RECOGNITION CLAUSE

- 7.1 The College recognizes the Union as the sole and exclusive representative for those employees, in all departments, in positions listed in Exhibit A, (except for personnel in the following offices which will be designated managerial confidential: the Department of Human Resources, the Office of the President, and Office of the Dean of Operations and Enrollment Management).
- 7.2 In the event any new positions with new titles are created by the employer during the term of this Agreement, the Union shall be informed, in writing, 15 work days prior to the establishment of such new titles. In the event the Union and the employer cannot agree as to whether or not the job belongs in the Civil Service Employees Association bargaining unit, the matter shall be submitted to the N.Y.S. Public Employment Relations Board for decision.
- 7.3 Whenever possible the allocation of new positions to a labor grade shall be submitted to the union president for comments or suggestions.

ARTICLE 8. DUES DEDUCTION

- 8.1 Any present employee who is not a member of the Union need not become a member. Any present member who withdraws must pay the agency fee. If such employee becomes a member and later withdraws from the union the employee must pay the agency fee. Any person hired after January 1, 1988 shall become a member of the union or pay the agency fee within 60 days of hire. At such time as seventy-five percent (75%) of eligible employees become members, agency shop will be granted and all employees must either become members or pay the agency fee.
- 8.2 The College shall deduct from the wages of each employee requesting such deduction an amount determined by the Union as the regular dues for membership in the Union. Such deductions of dues and union-sponsored insurance* and benefit programs premiums shall be based upon data supplied by the Union. Such deduction shall be made from the employee's paycheck on a biweekly basis and forwarded by the College to Civil Service Employees Association, 145 Washington Ave, Albany, NY 12210.
- 8.3 Indemnification. The Union shall indemnify the College and any department of the College and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the College or any department of the College for the purpose of complying with the provisions of this Article.

*accident and disability, master plan, group life, homeowner's, and automobile

ARTICLE 9. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the College are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, and policies of the College; to determine the facilities, methods, means and number of personnel required for conduct of College programs; to administer the New York State Civil Service Laws and Rules, including the

examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify and reclassify and to allocate or reallocate new or existing positions in accordance with law; and or discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE 10. CIVIL SERVICE EMPLOYEES ASSOCIATION RIGHTS

- 10.1 Employees of the College shall have the right to form, join and participate in any employee organization of their own choosing or to refrain from forming, joining, or participating in any employee organization.
- 10.2 The Union shall have the sole and exclusive right with respect to other employee organizations to represent employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act, or any other applicable law, rule, regulation, under the terms and conditions of this Agreement to designate its own representative(s) and to appear before any official of the College to effect such representation, to direct and manage and to govern its own affairs.
- 10.3 On the effective date of this Agreement, the employer shall supply for the Unit President a list of all employees in the bargaining unit showing the employee's full name, job title, work location, Union membership status, and first date of employment. Such information shall hereafter be provided to the Unit on a quarterly basis.
- 10.4 The employer shall supply to the Unit on a monthly basis the name, work location, and date of hire of all new unit employees.
- 10.5 Also, the employer shall supply a listing of employees showing the work location of those who terminate their employment.

ARTICLE 11. RECIPROCAL RIGHTS

- 11.1 Biweekly communication meetings will occur between the CSEA President and Human Resources Administrator and/or designee(s). Standard agenda items will include personnel changes, perceived grievances/problems, rumors, and any other matters. Biweekly meetings may be cancelled by mutual agreement.
- 11.2 The College will designate bulletin boards for Union use.
- 11.3 Three Union people, as listed* (the names of three (3) people will be submitted to the College Human Resources Administrator by the Union Unit President or the Union Chief Steward. Only these individuals, named, will be involved in the investigation and presentation of alleged grievances) will be limited to 2.0 hours per week unless the meeting is called by the College. Note: If one of the three listed is the Union Chief Steward, he/she, in addition to the 2.0 hours, may have sufficient time to investigate and present alleged grievances with prior supervisory approval. The Union President is allowed 2.0 hours per week to conduct Union business with prior supervisory approval.

11.3.1 No other employees will be paid for Union activity;

11.3.2 The College will notify the Union of any abuse of the above before taking action;

11.3.3 Union officials will record Union time on a daily basis on their timecards.

11.4 The CSEA TC3 Unit 8908 shall be allowed annually a maximum of five (5) days with pay to attend the CSEA Local 1000 Annual Delegates Meeting. The members must give their department heads and the Human Resources Department at least two weeks' notice of intent to attend such convention.

*In the event any of the three individuals are not available to serve in this capacity, the Union President or the Union Chief Steward shall designate, to the Human Resources Administrator, the name of the individual who would be replacing the person previously designated. This modification shall be submitted prior to the individual's involvement.

ARTICLE 12. NO-STRIKE PROVISIONS

The Union does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike. The Union affirms its commitment to comply fully with Section 210 of the NYS Civil Service Law (Taylor Law) in not engaging, causing, instigating, encouraging, or condoning a strike.

ARTICLE 13. DEFINITIONS

13.1 Employee - Unless specified to the contrary, any classified civil servant appointed and paid by the College according to Civil Service laws and rules, and including the following types as defined in Civil Service laws and rules: permanent, provisional, temporary, seasonal, probationary, trainee, contingent permanent and competitive, labor, exempt and non-competitive, but not including any that are determined to be managerial and confidential according to Civil Service and PERB rules and procedures or determined not to be in the unit pursuant to the Recognition Clause of this Agreement.

13.2 Full-time/Part-time - Employees working the full work week of their department shall be full-time. Those working less than the full work week shall be part-time. (See Work Week clause of this Agreement.)

13.3 Seniority* - For the purposes of this Agreement only, seniority shall mean longest continuous service by an employee, less time taken during a leave without pay that exceeded six (6) continuous months. Seniority for part-time employees will be calculated on a pro-rated basis.

*NOTE: Civil Service rules, regulations and laws contain a somewhat different definition and should be consulted carefully.

13.4 All temporary employees hired after January 1, 1990, for fewer than 121 calendar days shall not receive any of the following benefits: Supplemental Retirement Annuity (SRA), sick leave, sick leave bank, personal leave, family leave, holidays, vacation leave or health

insurance. If an employee originally hired for fewer than 121 calendar days is continued for longer than 121 calendar days, he/she will receive the benefits as of the 121st calendar day. If an employee originally hired to work fewer than 121 calendar days receives a permanent or provisional appointment that employee shall be eligible for the above benefits as of the date of the new appointment.

ARTICLE 14. WORK WEEK

- 14.1 The Grounds Division may be required to work Tuesday through Saturday. Office of Public Safety employees may be required to work five shifts of the week for eight hours per shift.

Employees hired January 1, 1994, and after may be required to work five days of the week for 7.5 hours per shift.

The work week for employees hired prior to January 1, 1994, except for employees in the Grounds Department and Office of Public Safety, may not be changed from the normal Monday through Friday work week unless the employee voluntarily changes his/her work week, contingent upon an agreement between the department head and the employee, or if the employee bids upon and is appointed to a position with a different work week.

- 14.2 Four-Day Work Week: The College shall have the right to schedule a four-day work week under the following conditions:

- a) The total number of hours will remain the same as Section 1 above.
- b) The work week schedule shall consist of four consecutive days, Monday through Friday, for all departments except Grounds (which may be four consecutive days, Monday through Saturday).
- c) Holidays: Will be compensated on a normal work day (seven and one-half or eight hours). Any leave time beyond the normal holiday pay must be deducted from the employee's choice of vacation leave, personal leave, OR the employee may choose to work in the week the holiday falls additional hours to compensate for the difference, but will not be paid overtime for the time being made up, OR may take leave without pay. The choice of the option is the employee's.
- d) The College shall consult with the President of the Union prior to commencing a four-day work week.
- e) Benefits will not be diminished as a result of four-day work week.

- 14.3 Flexitime: An employee may request or be requested to change an established work schedule to pursue a flexitime schedule, within the limits of Section 1 above. If the department head and employee mutually agree to a flexitime schedule, the department head shall notify the Department of Human Resources in writing of the new schedule, its effective date and duration and Human Resources shall send timely copy to the CSEA Unit President. If they cannot agree, they shall consult with the Department of Human Resources for advice and recommendation. Any employee who works a flexitime schedule will not gain any additional holiday time.

- 14.4 Shift Premium: Any shift which starts before 6:00 a.m. or after 11:59 a.m. shall be considered a special shift for which the College shall pay a shift premium of 5% of the current hourly salary of any employee on that shift, unless the employee is a part-time employee whose shift starts after 11:59 a.m. and ends no later than 6:00 p.m. Such premium shall be paid for all paid leaves, except vacation leave.
- 14.5 The College shall give the Union and the employee(s) a minimum of fifteen (15) to a maximum of thirty (30) calendar days notice of any permanent shift change. Shift changes shall be made on the basis of seniority among employees in titles appropriate to the nature of the work. The shift change will be offered first to the most senior individual working down to the least senior. If there are no volunteers then the least senior in title appropriate to the nature of the work will be required to work the new shift.
- 14.6 Employees whose normal work schedule is temporarily changed by management and who are receiving the 5% shift premium for their normal work schedule shall continue to receive the 5% shift premium for all hours of the temporary assignment.

Employees whose work schedule is permanently changed under Article 14.2, 14.3 and 14.5 shall not be eligible for the additional compensation outlined above.

ARTICLE 15. CONTRACTING OUT

- 15.1 If there is non-emergency work to be done which is included in the job description of employees, the College will first determine whether this work can be accomplished during the normal working hours of appropriate employees. If so, employees will be assigned this work. If the work cannot be done within regular assigned hours, the College will post said work as an overtime opportunity. Employees will have at least two working days to respond to this request for overtime. If no employees respond to the request for overtime, the College has the right to contract for this work. If the posted job requires more than one individual and an insufficient number of employees volunteer, the College has the right to contract for this work. However, in this case it is the intent of the College to use bargaining unit members whenever possible.
- 15.2 The College will provide the Association with notification of its intent to use an outside contractor to perform non-emergency services, which have not routinely been performed in the past by an outside contractor. The College and the Association will meet and confer regarding new projects to determine at that time, if the nature, scope and timing of the work to be done can be handled by members of the bargaining unit.
- 15.3 The above language does not constitute a waiver of any work within the job description of any employee within the bargaining unit.

ARTICLE 16. SICK LEAVE

- 16.1 All employees will accumulate one day of paid sick leave per month, prorated if part-time, to a total cumulative maximum of 180 days. Sick leave shall be used for personal illness, accident, including appointments with doctors and dentists and preventive health care visits.

- 16.2 Employees must report all absences or tardiness as soon as possible by contacting the department head and giving the following information: name, reason for absence and length of expected absence or tardiness.
- 16.3 Employees absent from work five or more consecutive days due to personal illness or injury must submit a medical professional's statement of disability covering the complete period of absence to the Department of Human Resources before returning to work and/or receiving their salary.
- 16.4 A medical professional's statement of disability shall be required from an employee for any absence due to personal illness or injury after that employee has submitted his/her resignation.
- 16.5 For each additional two-week period of absence, the employee may be required to submit a new medical professional's statement of disability to the Department of Human Resources before receiving his/her salary.
- 16.6 A time card must be filled out for sick leave used within one week from the time the employee returns to work.
- 16.7 With respect to Article 16, a Medical Professional is a Physician, Physician's Assistant, Nurse Practitioner, Psychiatrist, Psychologist, or a Dentist as appropriate to the nature of the illness.

ARTICLE 17. SICK LEAVE BANK

- 17.1 The intent of the sick leave bank shall be to assist and aid staff members who have catastrophic illness or disability causing need for sick leave beyond that which they have earned and accrued. The sick leave bank will operate in the following manner.
- 17.2 The sick leave bank shall be composed of three sources:
 - a) A contribution by each employee of two days per year, one on April 1 and one on October 1, matched by a two hour for one contribution of hours by the College to a maximum of 1,500 hours provided by the College. Employee contributions will continue until the sick bank reaches 3,750 hours at which time employee contributions will cease. Anytime the sick bank drops below 2,000 hours, employees will contribute a day.
 - b) One hundred percent of the sick leave left by employees who terminate will accrue to the bank. When an employee reaches his/her maximum sick leave accrual (180 days), his/her sick time will accrue to the sick bank instead of being lost.
 - c) Retiring employees who do not apply unused sick leave to pay for health insurance (see Article 28.3) shall have their unused sick leave added to the bank.
- 17.3 Twelve months of service must be completed before any sick leave bank award can be made.

- 17.4 Employees must exhaust their accrued individual sick leave before receiving any award from the sick leave bank.
- 17.5 All awards from the bank must be approved by the President of the Union and a representative designated by the College. If the two parties cannot agree, a third party nonunion member will be mutually agreed upon by both parties to determine the award.
- 17.6 Guidelines for the use of the sick bank shall reflect the primary purpose of the bank concerning longevity, length of disability, and prorated awards. The sick leave bank has been created by the contribution of its members and the College to assist members of the association who may experience catastrophic illness or disability.
- a) Employees must be out of work at least five (5) consecutive work days per illness or disability during which time individual sick time is to be exhausted at full pay. (No bank award will be granted for these five days.) If an employee attempts to return to work before the end of the five day waiting period, but is unable to remain due to the same illness, the five-day period shall be deemed uninterrupted (i.e. the return to work shall not force the employee to begin a new five-day waiting period.)
 - b) Awards from the bank will be of two types. Type one will be a basic grant of fifty (50) percent of an employee's gross pay for a period of not more than six (6) months in any 12-month period to employees who have zero to ten (0-10) accrued leave days. Type two awards will be incentive awards. At the time of application, employees who have accrued eleven to twenty (11-20) sick days will, upon exhausting the last of their sick leave, receive a grant of seventy-five (75) percent of their gross pay for a period not to exceed six (6) months in any 12-month period. Employees who have accrued more than twenty (20+) sick days will, upon exhausting the last of their sick leave, receive a grant of one hundred (100) percent of their gross pay for a period not to exceed six (6) months in any 12-month period.
 - c) Employees will receive any College holidays, emergency closings (nothing less than 1 hour will be credited as an emergency closing) and accrued individual sick days at full pay during the period of illness or disability.
 - d) If the College receives reimbursement through subsidized programs or workers' compensation, the reimbursement received shall be credited to the sick leave bank. If amount reimbursed is on a prorated basis, the amount of time reimbursed to the sick leave bank will be on a prorated basis (i.e. if two thirds the amount is received, then two thirds the amount of sick leave bank time used would be reimbursed).
 - e) The amount of awards from the bank will be limited at all times to the current balance of the bank. (If the hours in the bank should fall below 1,000 then all awards will be granted on a month-to-month basis only.)
 - f) The balance of the bank shall be made known to the members of the committee upon request at anytime upon review of each request.
 - g) These guidelines will be periodically reviewed each six (6) months during the life of this contract to correct any operational problems.

- 17.7 Any employee who, having received a sick leave bank award, fails to return to work for an amount of time equal to the award will repay to the sick leave bank the amount of the award granted. The employee, or designated power of attorney, will sign an agreement with this clause at the time he/she requests an award from the bank. This clause will not apply to an employee who is unable to return to work due to extended illness or disability documented by a doctor's statement.

ARTICLE 18. WORKERS' COMPENSATION

- 18.1 In administering Workers' Compensation cases, the following will apply:

Employees, at the time of injury, will be offered by the College a choice of either option (a) or (b) listed below. In the event the employee is totally disabled, selection may be made by the nearest relative or designated power of attorney. The option chosen is final and binding.

- a) Employee would be placed on an approved leave of absence without pay and would collect benefits directly from the College's workers' compensation carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not accrue any fringe benefits other than those to which a person on leave without pay would ordinarily accrue. The employee shall have the right to continue any health and/or dental insurance coverage already in place. If the employee chooses to continue such coverage, the College shall continue to pay its share of premiums and the employee shall pay his/her share directly to the College.
- b) Employee would collect his/her accumulated sick pay from the College until exhausted and then would be entitled to apply under provisions of Article 17, Sick Leave Bank, of this Agreement. (The employee may also, but shall not be compelled to, use all or part of accumulated vacation and personal leave time at any time during the absence.) Once the sick leave benefits, both personal and bank, are exhausted, the College shall notify the appropriate agencies so that the employee will then collect workers' compensation benefits directly for the duration of the employee's inability to work, as prescribed by the N.Y.S. Workers' Compensation Law. If this direct payment occurs, the provisions of (a) shall apply.
- 18.2 In addition, for any employee using sick leave or other leave for reason of occupational injury or disease, the College shall file with the appropriate agencies for reimbursement as soon as possible or no later than upon return to work of the employee. Such reimbursement would be governed under the Workers' Compensation Law and upon receipt by the College, the amount of reimbursement would be divided by the employee's hourly rate at the time of injury and as many leave credits as the amount covers shall be reinstated to the employee, by the number of hours arrived at. If said employee used hours from the sick leave bank, the appropriate credit would be computed by the College and reinstated to the sick leave bank, calculated by the same method used to reinstate such time to the employee.

ARTICLE 19. VACATION

19.1 Employees, except seasonal and temporary employees hired for less than 121 days, shall earn a paid vacation time determined by length of service as indicated below. Vacation leave starts to accrue from the date of hire and may be used after 30 days of employment.

Effective 9/1/09:

| <u># Years Employed</u> | <u>Total Days</u> |
|-------------------------|-------------------|
| 0 thru 7 yrs | 14 days/year |
| 7+ yrs thru 10 yrs | 18 days/year |
| 10+ yrs | 22 days/year |

Effective 9/1/10:

| <u># Years Employed</u> | <u>Total Days</u> |
|-------------------------|-------------------|
| 0 thru 7 yrs | 16 days/year |
| 7+ yrs thru 10 yrs | 19 days/year |
| 10+ yrs | 22 days/year |

Effective 9/1/11:

| <u># Years Employed</u> | <u>Total Days</u> |
|-------------------------|-------------------|
| 0 thru 7 yrs | 18 days/year |
| 7+ yrs thru 10 yrs | 20 days/year |
| 10+ yrs | 23 days/year |

Effective 9/1/12:

| <u># Years Employed</u> | <u>Total Days</u> |
|-------------------------|-------------------|
| 0 thru 7 yrs | 20 days/year |
| 7+ yrs thru 10 yrs | 22 days/year |
| 10+ yrs | 24 days/year |

19.2 Vacation time accumulation may be to a maximum of 30 work days. When any employee reaches the maximum accumulated vacation balance, no further vacation accruals shall be credited to the employee until the accumulated balance goes below the maximum. If a denial of vacation usage causes the employee to lose vacation time, the employee may go above the maximum until allowed vacation usage brings the accumulated balance below the maximum.

It is incumbent upon the employee to inform Human Resources of the loss of vacation as a result of usage denial. At no time shall an employee go above 32 vacation days.

19.3 Earned vacation time remaining unused shall be paid to all employees upon the termination of their employment with the College, or death, except to those employees who are discharged for cause or who do not give at least three weeks written notice to the Department of Human Resources of their resignation.

- 19.4 All vacation time must be requested of and approved by the department head after the Department of Human Resources confirms the amount of accrued vacation time. The department head will be responsible for scheduling vacation time.
- 19.5 If a scheduled holiday(s) falls within the employee's vacation period, no vacation leave shall be deducted for that day(s).
- 19.6 Employees who are taken sick or injured while on vacation may charge such time to sick leave as appropriate, as per Article 16.
- 19.7 Part-time employees shall receive vacation leave on a prorated basis.
- 19.8 Conversion to Health Care Premium

Effective September 1, 2009, employees may convert previously earned vacation days to monies to be used toward payment of their health care premium. Up to 4 days may be converted annually. A minimum of 10 days of accrued vacation must be available at the time of declaration.

Individuals will declare in writing the intent to make this conversion during the health care open enrollment period of the prior year. The dollar amount will be applied to health care premiums for the next calendar year.

Individuals who are not enrolled in any health care plans may convert previously earned vacation days to sick leave days during the health care open enrollment period.

ARTICLE 20. PERSONAL LEAVE

- 20.1 All employees except seasonal or temporary appointed for less than 121 calendar days, shall be credited with four personal days on September 1 (three days on January 1, 2010). Personal leave must be used during the year credited. Personal leave is not cumulative and may not be used after notice of termination or a written resignation is filed.
- 20.2 No more than one personal leave day may be taken in December unless approved by the department head.
- 20.3 Employees hired after February 28 each year shall receive one-half the personal day allotment for that year.
- 20.4 Part-time employees shall receive personal leave on a prorated basis.
- 20.5 Unused personal leave shall be added to the individual's vacation leave on August 31 of each year (December 31, 2009 only).
- 20.6 Use of personal leave must be reported to the supervisor. Employees should give as much advance notice for use of personal leave as possible.

ARTICLE 21. HOLIDAYS

| | 2009-2010 | 2010-2011 | 2011-2012 | 2012-2013 |
|----------------------------|------------------|------------------|------------------|------------------|
| Labor Day | Sept. 07, 2009 | Sept. 06, 2010 | Sept. 05, 2011 | Sept. 03, 2012 |
| Thanksgiving | Nov. 26, 2009 | Nov. 25, 2010 | Nov. 24, 2011 | Nov. 22, 2012 |
| Friday after Thksg. | Nov. 27, 2009 | Nov. 26, 2010 | Nov. 25, 2011 | Nov. 23, 2012 |
| Winter Holiday | Dec. 25, 2009 | Dec. 27, 2010 | Dec. 23, 2011 | Dec. 24, 2012 |
| Winter Holiday | Dec. 28, 2009 | Dec. 28, 2010 | Dec. 26, 2011 | Dec. 25, 2012 |
| Winter Holiday | Dec. 29, 2009 | Dec. 29, 2010 | Dec. 27, 2011 | Dec. 26, 2012 |
| Winter Holiday | Dec. 30, 2009 | Dec. 30, 2010 | Dec. 28, 2011 | Dec. 27, 2012 |
| Winter Holiday | Dec. 31, 2009 | Dec. 31, 2010 | Dec. 29, 2011 | Dec. 28, 2012 |
| Winter Holiday | ----- | ----- | Dec. 30, 2011 | Dec. 31, 2012 |
| Winter Holiday | ----- | Jan. 03, 2011 | Jan. 02, 2012 | ----- |
| New Year's Day | Jan. 01, 2010 | ----- | ---- | Jan. 01, 2012 |
| M.L. King Day | Jan. 18, 2010 | Jan. 17, 2011 | Jan. 16, 2012 | Jan. 21, 2013 |
| Spring Day | * | * | * | * |
| Memorial Day | May 31, 2010 | May 30, 2011 | May 28, 2012 | May 27, 2012 |
| Independence Day | July 02, 2010 | July 04, 2011 | July 04, 2012 | July 04, 2013 |
| | July 05, 2010 | July 05, 2011 | | |

*Friday prior to the end of spring recess

- 21.1 An employee shall receive paid holidays as set forth below. A part-time employee shall receive holiday pay prorated according to a fraction calculated by dividing his/her hours worked in the last full pay period by the scheduled hours for a full-time employee in his/her department.
- 21.2 Twelve month employees, only, will be allowed two floating holidays each year (2 on January 1, 2010, 2 on September 1, 2010, and 2 every September 1 thereafter). Floating holidays will be requested via leave request forms. If the department/division head needs someone to cover an area, it either has to be arranged with an employee or otherwise leave requests will be honored on a seniority basis.
- 21.3 The senior employee in any department, which is scheduled to work on a holiday, will be given first consideration for time off on the holiday.
- 21.4 The holiday work schedule will be posted two weeks in advance of the holiday and may only be changed in the case of an emergency.
- 21.5 If a scheduled holiday falls on an employee's regularly scheduled day off, the employee shall be granted a compensatory day off within four weeks of the holiday. Any employee who works a four-day work week will not gain any additional holiday time.
- 21.6 No employee shall be required to work more than one (1) of the scheduled holidays per year, except for personnel in the Office of Public Safety who shall not be required to work more than eight (8) scheduled holidays per year.
- 21.7 Employees who work on a scheduled holiday shall receive double time pay, for each hour worked, at their regular hourly rate, except if any of those hours are duplicative they shall not be paid twice.

ARTICLE 22. FAMILY LEAVE

- 22.1 Four days of family leave (for death, illness or accident in immediate family) shall be allowed on September 1 in each contract year (3 days January 1, 2010) for full-time bargaining members (prorated for part-time employees). Seasonal and temporary employees hired for less than 121 days, are not eligible for family leave. Employees hired after February 28 each year shall receive one-half the family day allotment for that year.
- 22.2 Use of family leave must be reported to the supervisor. Employees should give as much advance notice for use of family leave as possible.
- 22.3 A time card must be filled out for family leave used within one week from the time the employee returns to work.
- 22.4 Unused family leave shall be added to the individual's sick leave on August 31 of each year (December 31, 2009 only).
- 22.5 Individuals eligible for Family Leave who have used their allotted days of family leave in a given calendar year and who need bereavement leave for death of an immediate family member may request in writing that the Department of Human Resources convert sick leave to family leave to be used for bereavement purposes.

ARTICLE 23. EMERGENCY CLOSINGS

- 23.1 No employee shall suffer a loss in his/her regular base salary because of a closing of his or her work location in an emergency as declared by the President of the College or a designee. However, if the work location is open and the employees do not report, then the following procedure will be used:
- 23.2 Those people who come to work on a day when the College is open and later closed, and remain at work until the College is closed, will charge Code 1 for their normal work hours; they will charge Code 7 only for the period of the work shift for which the College is closed.
- 23.3 For those employees who come to work on a day when the College is later closed but decide to leave work before the official closing, they will charge Code 1 for the hours worked plus Code 7 for the official hours that the College is closed. They must charge a fringe benefit* for the period of time between when they left and the College was officially closed. If they have no fringe benefits*, they would not be paid for that time. (Note: For the early a.m. cleaning shift - For those cleaners who come to work on a morning when the College is later determined to be closed, i.e., 6:00 a.m., he/she shall receive time and a half pay for time worked. For the early a.m. cleaners who do not report, they may charge Code 7.)
- 23.4 For those employees who do not report on a day when the College is later closed they will charge a fringe benefit* for the period of time from reporting time to the official time the College is closed, and Code 7 for the period of time the College is closed.
- 23.5 In the event any member of the bargaining unit is required to work during said closing, he/she shall receive double time for the hours worked during the emergency closing.

- 23.6 If the highways in the county in which the employee resides or must travel through are officially closed by a public official with such authority and so announced publicly, then the employee will charge Emergency Closing Leave (Code 7) for the duration of such closing.

*Fringe benefit = vacation leave, compensatory leave, personal leave only

ARTICLE 24. JURY DUTY

- 24.1 An employee scheduled for jury duty shall be excused from his/her duties and responsibilities for the period of such assignment without loss of regular base pay or benefits.
- 24.2 It is the employee's responsibility to notify his/her immediate supervisor and the Department of Human Resources of impending jury duty immediately upon receiving the receipt of the notice to serve.
- 24.3 For any portion of the employee's normal working hours not spent on jury duty, the employee will be expected to perform his/her regular duties.

ARTICLE 25. REST PERIODS

All full-time employees shall be allowed twenty minutes of paid rest period(s) for each full shift they work. Rest period(s) shall be scheduled by the department heads.

ARTICLE 26. RETIREMENT

- 26.1 The New Career Plan (Section 75-i) of the New York State and Local Employee's Retirement System will remain in effect for Tier 1 and Tier 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Tompkins County Board of Representatives on January 16, 1990.
- 26.1.1 A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members with fewer than 20 years of service retire under provisions of Section 75-e, which is a pension of 1/60th of the employee's final average salary for each year of service rendered after April 1, 1938.)
- 26.2 For all employees becoming members of the New York State and Local Employee's Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.
- 26.3 Death benefits will be paid in accordance with the provisions of the New York State Retirement Social Security Law.

ARTICLE 27. SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM

Each member of the bargaining unit who is eligible may participate in this program. The College does not contribute to the cost of supplemental retirement annuities.

ARTICLE 28. HEALTH CARE

28.1 Effective May 1, 1984, employees shall be covered under the Central New York Region wide Plan, Option II.

28.2 Effective January 1, 2005, employees hired prior to January 1, 1997 will pay 16% of the health insurance premium for both employee and dependent coverage. This percentage will become 17% effective January 1, 2006, 18% effective January 1, 2007, 19% effective January 1, 2008, and 20% effective January 1, 2009.

Employees hired on or after January 1, 1997 will pay 20 % of the health insurance premium for employee and dependent coverage.

Effective January 1, 2005, employees participating in the Traditional plan will pay \$5 for generic prescriptions, \$10 for brand name prescriptions and \$25 for non-formulary prescriptions. Employees are encouraged to use the plan's mail order program for maintenance drugs where a 90-day supply can be obtained for single co-pay. Employees who choose to participate in the voluntary Canadian mail order drug program will receive prescriptions with no co-pay.

Refer to Article 19.8 for conversion of vacation days to pay for health insurance premiums.

Individuals employed for less than .5 FTE are eligible to participate in the College's health care program providing they pay 100% of the cost of the program, except that any individual employed prior to January 1, 1997 will continue to receive health care at the same rate as full-time employees.

28.3 If the retiree satisfies the requirement(s) of his/her plan for continuance of health care benefits upon retirement or death, the College will pay the percentage of health care premiums for retirees as required by the College Plan in effect at the time of retirement. The remainder of health care premiums on the plan in force at the time of retirement will be paid from an annuity fund, not to exceed \$22,500 to be established with accumulated sick leave time as converted to dollars at the base hourly rate of pay at the time of retirement. Accumulated sick days will also be available if the employee chooses the NYS Employee Retirement System Section 41j (additional service credit at retirement) option as outlined in the March 17, 2005 letter from the NYS and Local Retirement System signed by Neil F. Manning. Upon the death of the retiree the College will continue to pay from this annuity the percentage of health insurance premiums required by the plan in effect at the time for the surviving spouse/domestic partner.

- 1. # sick hours at retirement _____
- 2. times hourly rate _____
- 3. EQUALS _____

28.4 Employees must sign up for Medicare as soon as eligible.

28.5 The County reserves the right to provide equal health insurance through alternate means. The County will solicit from the Union input prior to instituting any such plan.

28.6 Any full-time employee who has not enrolled in the health insurance plan shall receive a payment after each 12 consecutive month period based on the schedule below. Individuals employed .5 FTE or greater but not 1.0 FTE will receive a prorated payment; individuals employed less than .5 FTE will not receive a payment. All individuals employed prior to January 1, 1997 regardless of percent FTE worked will be eligible to receive a payment.

9/1/09: \$625
 9/1/10: \$650
 9/1/11: \$700
 9/1/12: \$750

28.7 The parties agree to a committee, which will create, design, plan, and implement three educational and informational programs per academic year. Programs will focus on employee wellness and health insurance. The committee will be comprised of three members appointed by the College President and three members appointed by the CSEA President. The committee is to be appointed within 30 days of ratification of this contract by the parties, with the first program to be conducted during the semester immediately following the formation of the committee. Program content will be subject to joint approval by the CSEA President and the Human Resources Administrator.

28.8 The parties agree to submit issues of cost containment and cost savings to a joint Labor Management Committee whose members are appointed by the President of the College and President of CSEA Unit 8908.

ARTICLE 29. PRESCRIPTION FUND

The College and CSEA established January 1, 2000, a prescription plan pool initially funded by the College with a sum of \$10,000. The intent of the prescription plan pool shall be to assist staff members who have catastrophic prescription cost(s).

At such time as the fund drops to \$2,000, the parties shall meet to determine if the employees who participate in the health plan will donate sick days to rebuild the fund.

All awards from the pool must be approved by the CSEA President and the Human Resources Administrator or designee(s). Awards will only be considered if the employees have been utilizing the prescription drug program efficiently. Awards will be considered in December of each year for out-of-pocket expenses incurred for that year.

Only those prescription drugs covered by the prescription card and cost(s) incurred and paid for within the calendar year will be considered for disbursement based on the following chart:

| Out of Pocket \$ Expensed by Employee | Fund Pays | Maximum from Fund | Cumulative |
|--|--------------------|----------------------|------------|
| First \$500 | 0 | 0 | 0 |
| \$501 - \$1,000 | 50% above \$500 | \$250 | \$250 |
| \$1,001 - \$1,500 | 75% above \$1,001 | \$375 | \$625 |
| \$1,501 - \$2,500 (capped) | 100% above \$1,501 | \$1,000 | \$1,625 |

Any employee whose drug cost exceeds \$1,000 by July 1 of each year would be eligible to receive an early stipend of \$250. This amount may be adjusted from year to year by the CSEA President and Human Resources Administrator based on funds available that year.

At the end of the calendar year, should total out-of-pocket expenses exceed the total of the pool, each participant's reimbursement will be prorated based on the total dollars available in the pool for that year. Early stipends will be considered at the time the pool is prorated, and partial repayment could occur.

ARTICLE 30. DENTAL INSURANCE

30.1 Each employee, except seasonal and temporary hired for less than 121 days, shall be eligible to join the College's Dental Insurance Plan. The employee shall pay 100% of the monthly cost.

30.2 The College, after discussion and review with the Union, may change the Dental Insurance Plan to any other comparable plan, including self-insurance. The Union reserves the right to veto a plan.

ARTICLE 31. EDUCATION BENEFIT

31.1 The College and the Union hereby reaffirm their commitment to increased productivity, upward career mobility and general employee development through educational and training opportunities.

31.2 The College will provide unlimited tuition waivers for credit and FTE generating courses to individuals employed .5 FTE or greater and their families (spouse and children). Individuals employed prior to January 1, 1997 who work less than .5 FTE will be eligible for tuition waivers for themselves and family members. Applications for tuition waivers must be made in writing to the Department of Human Resources.

31.3 In the event of limitation on class size, employees enrolled will be requested to be de-registered.

31.4 Only employees hired by the College one (1) year or longer before the first day of the semester shall be eligible.

31.5 An employee will be allowed to take a course(s) during what would be his or her normal scheduled working hours provided that the employee, supervisor, department/ division head (including Dean) agree in advance on an arrangement for such change in schedule from the normal working hours and provided that the time missed is made up within two weeks as scheduled by the supervisor. The supervisor will forward the written arrangement to the appropriate department/division head (including Dean) who, in turn, will forward the arrangement to the Department of Human Resources.

31.6 Employees may use personal or vacation leave time to make up class or lab hours for non-job related education and training. Employees who attend supervisor-approved job related education and training conducted during work hours shall not require leave accrual usage or

unpaid leave.

31.7 SUNY Delhi Tuition Reimbursement Program

Tuition may be reimbursed for employees enrolled in degree programs offered by SUNY Delhi on the TC3 campus. Reimbursement will be for tuition only for courses completed with a grade of "C" or better. Employees wishing to participate in the tuition reimbursement program must submit their intent to enroll to the Human Resources Department by August 1 for the fall semester and December 1 for the spring semester. A maximum of \$25,000 annually will be allocated to this tuition waiver program (\$12,500 for fall and \$12,500 for spring). At the start of each semester, this pool of funds will be allocated among the employees participating. Funds not used in the fall semester will roll over to the spring semester, but funds remaining at the end of the spring semester will not carry over to the following year. To be eligible for this benefit, employees must be .5 FTE or greater and employed one year or longer before the first day of the semester. To obtain reimbursement, employees will submit an official grade report to the Department of Human Resources.

31.8 Professional Development

Employees matriculated in an accredited degree program will receive the following benefits: \$500 stipend for completing each 9 credits and \$500 stipend upon degree completion. To be eligible for this benefit, employees must be .5 FTE or greater and employed one year or longer before the first day of the semester. Employees will submit an official transcript to the Department of Human Resources. This provision will be effective September 1, 2009.

In addition, \$150 stipend will be available for the completion of 15 hours of noncredit professional development, not to exceed \$450 annually. To be eligible for this benefit, employees must be .5 FTE or greater and employed one year or longer before the first day of the class. This benefit is not available for classes taken on paid time and/or where the College is paying for the class. To obtain payment a certificate of successful completion must be submitted to the Department of Human Resources. This provision will be effective September 1, 2009.

ARTICLE 32. GRIEVANCE PROCEDURE

The following grievance procedure is hereby established for employees of the Tompkins Cortland Community College:

32.1 Definitions - As used herein, the following definitions shall have the following meanings:

32.1.1 "Employee" shall mean any classified civil servant appointed and compensated by the College.

32.1.2 "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, provisions of this Agreement, rules, procedures, regulations, administrative orders, or work rules of the College or department thereof which relates to or involves employee health, safety, physical facilities, materials, or equipment furnished to employees, or supervision of employees, provided, however,

that such term shall not include any matter involving the allocation of a position to a position class or title, retirement benefits, disciplinary proceeding, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

32.1.3 "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves time records or evaluates work performance.

32.1.4 "Days" shall mean all days other than Saturdays, Sundays, or holidays observed by the Union Agreement at the College. Saturdays, Sundays and holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure. The day count shall begin with the first day following the initiating action. A department shall date stamp the grievance and such date stamp shall be acknowledged as constructive receipt by a department head and/or the Human Resources Administrator.

32.1.5 "Appointing authority" means anybody having the power of appointment to subordinate positions.

32.1.6 "Union" means The Civil Service Employees' Association, Inc.

32.2 Declaration of Basic Principle

32.2.1 Every effort will be made to resolve possible grievances at biweekly meetings between the Union President and Human Resources Administrator or designee(s).

The time limit specified for either party may be extended only by mutual agreement.

32.2.2 Every employee of this College shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a representative of the Union at all stages of the grievance procedure.

32.2.3 Each grievance shall contain a short, plain statement of the grievance and specific references to the section of the Agreement, law, rule, procedure, regulation, administrative order, or work rule of the College or department which the employee, or Union, claims to have violated.

32.2.4 Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided hereinafter, at any stage of the grievance procedure, shall have the terms of the settlement agreed to in writing and signed by the parties.

32.3 Grievance procedure

32.3.1 Step 1: The aggrieved employee who claims to have a grievance shall discuss the grievance with the immediate supervisor within fifteen (15) working days of the occurrence. The supervisor shall give verbal answer to the aggrieved employee

within fifteen (15) working days after the verbal discussion.

- 32.3.2 Step 2: If the aggrieved employee wishes to appeal the decision at Step 1, the grievance shall be reduced to writing and submitted to the department head within ten 10 working days from the date of receipt of the Step 1 decision.

The department head shall render a decision in writing to the grievant with a copy to his/her representative, if any, within ten (10) working days after receipt thereof.

- 32.3.3 Step 3: If the aggrieved employee is not satisfied with the department head's written answer, the grievance shall be forwarded to the Department of Human Resources within five (5) working days after the date of receipt of the Step 2 decision.

- 32.3.4 The Human Resources Administrator or designee shall meet with the aggrieved employee and/or their representative(s) within five (5) working days after receipt of the grievance to discuss and attempt to resolve the dispute. The Human Resources Administrator shall provide a written answer to the grievant and a copy to his/her representative, if any, within ten (10) working days after the date of the meeting.

- 32.3.5 Step 4: Arbitration Stage -- In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, not later than twenty (20) working days after the third step procedures are complete or twenty (20) working days after the time limits required by the steps in the grievance procedure have run, the Union or the College may submit the grievance to arbitration. The New York State Public Employment Relations Board shall submit a list of arbitrators from which the parties shall select an arbitrator who shall arbitrate said dispute in accordance with the Rules and Procedures of the New York State Public Employment Relations Board.

- 32.3.6 The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue(s) presented. The arbitrator shall render a decision within fifteen (15) working days after the hearing. The arbitrator's decision shall be final and binding upon the parties.

- 32.3.7 Each party shall make arrangements for and pay one-half of all the expenses of the arbitration process. The College shall have no obligation to compensate employees with the exception of the aggrieved and one Union representative for the time lost during arbitration proceedings.

ARTICLE 33. DISCIPLINE PROCEDURE

- 33.1 It is the intent of this section to provide a swift and fair handling of disciplinary matters.
- 33.2 The procedure under this section may be waived by an employee who is covered by Section 75 of the NYS Civil Service Law and who indicates that waiver, in writing, to the Human Resources Administrator prior to Step 2.

- 33.3 No employee, with the College for two or more years, shall be disciplined by the College for misconduct or incompetency without all rights prescribed below.
- 33.4 Discipline may include written reprimand, suspension without pay, demotion, discharge, fines or any combination thereof or other such penalties as may be deemed appropriate by the College.
- 33.4.1 Written statements that provide guidance or counseling to an employee regarding performance problems and desired corrective action do not constitute discipline. Copies of any such statements may be provided to the CSEA President by the employee. An employee's right to counsel or representation by the Union is not waived by this provision.
- 33.5 The College may suspend an employee without pay up to 30 days, pending the commencement of a hearing as prescribed herein. This suspension shall not be considered a penalty or pre-judgment of the employee's conduct or performance.
- 33.6 An employee may resolve a proposed discipline or waive any rights prescribed herein, at any time, by a written agreement approved by the Human Resources Administrator. An employee may be represented by counsel or a representative of the Union at every step of this procedure.
- 33.6.1 Step 1: Written Notice: Discipline shall only be imposed following written notice of specific charges of misconduct or incompetence from their supervisor or department head containing therein a proposed penalty, reference to the rights provided in this section and notice of the obligation to appeal in writing within eight (8) work days, if the employee disagrees with the proposed penalty. Failure to appeal in a timely fashion constitutes acceptance of the proposed penalty.
- 33.6.2 Step 2: Hearing: Upon receipt of a written appeal from Step 1, the Human Resources Administrator shall schedule a hearing to commence within ten (10) work days for the purpose of hearing the charges and proposed penalty. The employee shall have a right to present witnesses or documents at the employee's expense. The burden of proof generally shall lie with the person alleging any facts or rules. However, technical rules of evidence shall not be required. No verbatim transcript of the hearing shall be required. The hearing shall be presided over by the Human Resources Administrator, or designee, who shall render a written decision within ten (10) days after the hearing is concluded.
- 33.6.3 Step 3: Appeal: See Step 4 of the Grievance Procedure.

ARTICLE 34. PERMANENT EMPLOYEE RIGHTS

Any permanent employee, whether full-time or part-time, whose appointment is for more than eight months but less than twelve months, due to the College's need for service during academic terms only, shall have the same assurance to employment from one school year to the next as all other permanent employees.

ARTICLE 35. LAY-OFF PROCEDURE

- 35.1 Competitive Class: In case of displacement in the competitive class at the College, provisions of Section 80, subdivision 5 of the Civil Service Law*, and Tompkins County Civil Service Rule XXV Lay Off of Competitive Class Employees in effect at the time will be followed.
- 35.2 Non-Competitive and Labor Classes: In case of displacement in the labor or non-competitive class at the College, the following procedure must be followed:
- 35.2.1 For the purposes of this section of the Agreement only, a permanent layoff shall mean a termination of an employee with permanent status due to the College eliminating the position from its budget;
- 35.2.2 All temporary employees in the same job classification must be laid-off first regardless of whether or not the individuals might be eligible to back-date their seniority date due to veterans status.
- 35.2.3 Thereafter, permanent employees in the same job classification in the same department in which the lay-off occurs shall be laid off in the inverse order of their standing based on seniority (i.e., last in, first out). Employees who cannot replace someone within the same title, because of lack of seniority, may replace someone with less seniority in a lower title that they have held or are qualified to hold as determined by the College.
- 35.2.4 Non-Competitive and Labor Class employees, who meet the criteria of being a non-disabled war veteran as defined by Section 85 of the Civil Service Law, who are permanent and past probation, shall have their seniority date back-dated by thirty (30) months. Non-Competitive and Labor Class employees, who meet the criteria of being a disabled war veteran, as defined by Section 85 of the Civil Service Law, who are permanent and past probation shall have their seniority date back-dated by sixty (60) months.
- 35.3 *Copies of this law and guidance on your rights under it are available from your Union shop steward, Union officers, or the Department of Human Resources.
- 35.4 An employee identified for lay-off under this Article shall be given a minimum of sixty (60) days notice prior to the effective date of the lay-off. Also:
- a. The College will compensate the employee for the balance of their accrued vacation earned.
 - b. The College will provide job search opportunity, such as resume preparation and typing services.
 - c. A letter of reference will be provided by the employee's supervisor/department head.
 - d. Tuition waiver(s) for course work at Tompkins Cortland Community College will be allowed during the following semester only. For family members who are currently enrolled, the College will continue to support their tuition waiver(s) during the following semester only.

- e. Continued EAP services will be available to staff (and their family members) during the following semester.
- f. Based on Civil Service Law, Rules, and Regulations, laid-off staff will have first right of acceptance for future classified staff position openings/vacancies.
- g. Staff will be allowed to continue health insurance coverage through COBRA rules and regulations.

ARTICLE 36. PROMOTION

- 36.1 Promotion means movement by an employee from his/her present position to a higher rated position. By such movement, the employee will be moved to the appropriate step level that guarantees an increase in annual salary over the previous salary earned.
- 36.2 The College, through the Department of Human Resources, shall post on the Union and Department of Human Resources bulletin boards new jobs, vacancies, and notice of Civil Service examinations as they relate to the employment interest of members of the bargaining unit. All vacancies to which an employee of the College may transfer will be posted.
- 36.3 In the non-competitive and labor classes, employees of the College shall have first consideration for promotion to non-competitive and labor positions. Seniority and qualification will be a consideration. All employees who apply in writing and ask for a written response shall be given a written response explaining the filling of the vacancy or new position.
- 36.4 In the Competitive Class: SENIORITY FOR PROMOTION EXAMINATION ONLY: One (1) point will be added to each passing score for every five (5) years of permanent classified service according to the following schedule:

| | |
|------------------------------------|----------|
| Less than 1 year | 0 points |
| 1 year up to 6 years | 1 point |
| Over 6 years up to 11 years | 2 points |
| Over 11 years up to 16 years | 3 points |
| Over 16 years up to 21 years | 4 points |
| Over 21 years up to 26 years, etc. | 5 points |

ARTICLE 37. HEALTH & SAFETY COMMITTEE

The Union President and/or designee may meet with the Dean of College Services and/or the Human Resources Administrator to discuss health and safety concerns.

ARTICLE 38. SMOKING

The Union and the College agree there will be no smoking in the building.

ARTICLE 39. PARKING

- 39.1 The College reserves the right to designate parking area(s) for members of this bargaining unit.
- 39.2 Parking Lot 6 has been designated for faculty and staff parking and a staff parking sticker must be displayed to park in this area. Members of this unit may also park in Lots 1 (one) through 5 (five), which are designated for general public parking.
- 39.3 Members of this bargaining unit will abide by the College parking regulations as specified in the Parking and Traffic Regulations published by the Department of Public Safety.
- 39.4 Employees working on second or third shift that are permitted to park in the service area (between 5 p.m. and 7:30 a.m.) due to the shift on which they are working may have their parking assignments unilaterally changed within the service area but may not have their parking assignment changed out of the service area so long as they remain on that shift.

ARTICLE 40. PRINTING OF CONTRACT

The College will be responsible for the cost and the printing of the Agreement. A copy will be given to all present employees within sixty (60) working days of the signing of the contract, and to all new employees upon their hiring. It shall also be the responsibility of the Department of Human Resources to send to each department, for posting, any changes in the contract.

ARTICLE 41. SALARIES

Salaries will be computed on an hourly wage. The salary is converted to hourly rates by dividing by 1957.5.

- 41.1 Effective January 1, 2010, the 2009 salary will be increased by 2.5% plus an additional \$500.
- 41.2 Effective September 1, 2010, the January 1, 2010 salary will be increased by 3.0% plus an additional \$375.
- 41.3 Effective September 1, 2011, the September 2010 salary will be increased by 3.0% plus an additional \$400.
- 41.4 Effective September 1, 2012, the 2011 salary will be increased by 3.25% plus an additional \$500.
- 41.5 A longevity payment will be made in the second pay period in January of each year following the employee's anniversary date of employment in accordance with the following schedule:
 - 10-14 years = \$500
 - 15-19 years = \$750
 - 20 and up = \$1,000

- 41.6 New hires after 6/1/90 shall move to the wage rate from the hire rate on the following schedule:
Grades A-E Six months after hire date.
Grades F-K Twelve months after hire date.

- 41.7 All hours worked over eight in a shift or all hours worked on a scheduled pass day (scheduled day off) will be compensated by time and one-half. Time off in lieu of pay may be taken, with the department head's consent, within 30 calendar days from the date the compensatory time is earned. The employee shall notify the department head (via staff leave request form) no later than five (5) work days, from the date the compensatory time was earned, of the date and time he/she wants the compensatory time off. Compensatory time not used after 30 calendar days shall be paid to the employee. It is the employee's responsibility at the end of 30 calendar days to submit a timecard for payment of any unused compensatory time.

No employee will be required to work in excess of 16 (sixteen) consecutive hours in a 24-hour period, except in emergencies.

Distribution of Overtime and Extra Time

Overtime or extra-time must be approved by the supervisor. Available overtime or extra-time shall be offered no later than two days prior to need, except as noted below.

Overtime or extra-time shall be distributed on a rotational basis from a roster created in seniority order among employees, within a department, who normally do the work. A declination to work will be considered time worked and the employee's name will go to the bottom of the distribution list.

In the absence of volunteers, overtime and extra-time shall be offered by seniority to other qualified employees in other departments. If overtime or extra-time is offered to employees in other departments and more than one employee volunteers, the overtime or extra-time shall be awarded to the employee with the highest seniority. A rotational roster shall not be maintained in these cases. If need arises, overtime or extra-time will be mandated in reverse order seniority from among those employees in the original department.

In the case of emergencies, immediate need or opportunity, overtime or extra-time shall be distributed among employees available for assignment at the time of need.

No employee will be required to work in excess of 16 (sixteen) consecutive hours in a 24-hour period, except in emergencies.

For overtime purposes Saturday and Sunday are considered scheduled days off or "pass" days for part-time employees who do not work a five-day week.

- 41.8 Any employee called back to work after his/her normal work schedule has ended will be entitled to a minimum of three (3) hours of work at one and one-half time his/her normal hourly rate, provided the individual works the full three hours. An individual may elect to waive the three-hour minimum and work only the time required to complete the work,

compensation will be at one and one-half time his/her normal hourly rate. NOTE: a callback is when the employee does not have any prior knowledge that he/she is to return to work before leaving his/her prior work shift.

- 41.9 All paid leave time shall be counted as time worked when computing overtime.
- 41.10 Any person rehired within one year from the date of resignation in the same classification and the same department shall be employed at the same rate as earned at the time of resignation.
- 41.11 Any person rehired within one year from the date of resignation in the same classification but a different department would be employed at the hire rate of the labor grade in which the classification falls. After twelve weeks of employment, the employee would move to the same wage rate.
- 41.12 An employee who is required to return to work during non-work hours for an emergency situation triggered by an alarm system from an outside agency or other true emergency, such as a pipe breaking, etc., shall receive compensation in an amount equal to eight (8) hours at his/her straight-time hourly rate.

Extension Center employees required to return to work at the Cortland or Ithaca Extension Centers during non-work hours for an emergency situation triggered by an alarm system from an outside agency or other true emergency shall receive compensation in an amount equal to four (4) hours at his/her straight-time hourly rate.

- 41.13 Employees shall be compensated for cell phone voice and data service as follows:
 - 1. The College shall determine which titles and/or positions that require a cell phone.
 - 2. Employees in identified titles/positions will have the option of receiving a College provided cell phone or a personal cell phone.
 - 3. Employees electing to receive a College provided cell phone shall restrict their phone usage to College business only.
 - 4. Employees electing to provide their own personal cell phone shall receive a monthly stipend of sixty dollars (\$60) for voice service and one hundred ten dollars (\$110) for voice and data service.
 - 5. Employees shall not receive the stipend referenced in item 4 during times of unpaid leave of absence.
- 41.14 Bargaining unit members who volunteer to become trained Certified Pool Operators will be paid at the Cleaning Supervisor's wage rate for the time they spend testing the pool water and replenishing the chemicals. This hourly rate is not in addition to the individual's regular hourly rate. The rate change will be in effect only when a classified staff member is required by his/her supervisor to fill-in for the Cleaning Supervisor with respect to pool responsibilities. The time worked must be noted separately on the timecard.

ARTICLE 42. TRAVEL

Employees may be required to work at off-campus locations as part of their regular workload. Such employees shall be reimbursed for travel to the off-campus location if greater than their normal commute to the College. If the distance to the off-campus worksite is greater than the normal commute, the employee will be paid the difference between the normal commuting distance and the distance to the off-campus site. Employees will be reimbursed for travel between sites if the work day is split between two or more sites.

Except as the President of the College may otherwise authorize, employees who have voluntary overtime work at off-campus locations will not receive mileage.

Mileage will be reimbursed at the current Internal Revenue Service rate.

ARTICLE 43. FIRST RESPONDER

The College shall offer an annual stipend of \$500 for employees who volunteer to serve as a First Responder at TC3 based upon the needs of the College. The stipends shall be paid to an employee who is appointed as a First Responder and serves as a First Responder for a period of 12 months. Payment of this stipend shall be made upon submission of a voucher to the Human Resources Department for payment.

Applications to be a First Responder must be submitted to the Office of Public Safety on a form to be provided by the College. The College reserves the right to limit the number of employees who will be named First Responders for TC3.

The College will offer First Responder and certification classes on campus without cost to the employee, or loss of leave accruals. The College also agrees to reimburse individuals for completion of First Responder training outside the College upon approval of the Human Resources Administrator.

Employees who have access to training without cost from another source shall seek training from that source first.

Any employee who volunteers and receives compensation as described above, will serve as a First Responder for the length of time their certification is valid. Re-certification will then be required to continue as a First Responder when initial certification is no longer valid.

ARTICLE 44. SPECIAL LEAVE

On occasion, the President of the College may grant special leave time to employees. Special leave time is defined as leave time above and beyond the leave or holiday time in the union contract and is not to be considered an emergency closing situation. For example, the college may close for four (4) hours the day before the December holiday break.

The College and CSEA agree that when special leave time is granted a designated number of hours leave time will be allocated to all CSEA staff. Employees who are unable to receive all designated hours on the special leave day, due to his/her work schedule, will be given compensatory time equal

to the number of hours granted. Employees who are required to work during the special leave will be compensated at straight time; they will also receive the requisite compensatory time.

Employees who work the evening shift will receive more than the designated number of hours special leave time if the employee's shift falls outside the time the campus is closed. (For example, if an employee works 3:00-11:00 pm and the college is closed at 12:00 noon, he/she will receive 7.5 hours special leave time vs. the 3.5 hours special leave time the rest of the employees will receive.)

For those employees who do not report on a day when the College is closed because of special leave time, they will be charged with special leave time for the designated hours and a fringe benefit for the balance of their shift. No employee shall suffer a loss in his/her regular base salary because of the special leave time granted by the College.

ARTICLE 45. CAMPUS PEACE OFFICERS

45.1 Physical and Sensory Requirements

Read and see objects under ambient, limited or artificial lighting and at reasonable distance with sufficient clarity; Hear normal speech and other audible events; and verbally communicate over two-way radio; Sit and stand for long periods of time; Work indoors and outdoors, Strength and ability to lift, push, pull and/or carry a minimum of 150 pounds. Ability to remain calm and withstand unpleasant situations of injuries, grief, anxiety and trauma. Defend oneself against physical attack, restrain violent persons or take physical charge of a person who may resist arrest.

45.2 Physical Fitness Test

Employees must meet the current Cooper Institute standards prior to employment. These standards shall also be used as a component of subsequent annual evaluations.

Sit-up.....The score indicates the number of bent-leg sit-ups performed in one minute.

Push-up.....The score indicates the number of full body repetitions that a candidate must complete without breaks.

1.5 Mile.....The score is calculated in Run minutes: seconds.

The Cooper Institute standards represent the minimum physical fitness requirements for age and sex. The current standards are on file in the Department of Human Resources.

45.3 Work Day/Work Week

The work day shall be 8 hours with a paid lunch period. The day in which the majority of the work day hours occur shall be the day recorded for payroll purposes. If the shift is equally divided then the start day shall be the day of record.

The work week shall be 40 hours beginning at midnight Sunday through midnight the following Saturday.

The number of work shifts and the starting times shall be according to the needs of the College and determined by the department head. Shift and pass day assignments shall be bid and awarded in accordance with seniority.

Bargaining unit members shall receive at least 15-day notice of changes in shift starting times, shift and pass day assignments.

45.4 Field Training Officer

The bargaining unit member assigned the duties of Field Training Officer (FTO) shall receive an additional \$2.00 per hour for all hours functioning in this assignment. This additional pay shall be provided retroactively from the date of signing this Agreement to the time the duty started. The FTO shall be provided with a cell phone at no cost.

45.5 Overtime/Call-In

Overtime shall be offered on a rotating seniority basis. A volunteer overtime roster of officers willing to volunteer for overtime shall be used first. In the event that no officer volunteers for the overtime, the overtime may be mandated in reverse order seniority from a list of all officers.

Article 41.7 will not apply when a regularly scheduled shift requires work on a pass day to complete an eight (8) hour shift.

45.6 Court Appearance

Any employee who is required or is subpoenaed by any legislative, judicial, or administrative tribunal in connection with his/her College employment, shall be allowed time away from work with pay for such purposes. If such requirement occurs while off-duty the officer shall receive the greater of a minimum of 4 hours pay or actual hours worked at time and one-half.

45.7 Holidays

All Office of Public Safety employees shall receive holidays identified in Article 21 of the Agreement. If a Office of Public Safety employee is scheduled to work on one of the observed holidays, January 1st, July 4th, or December 25th, they shall receive 2 times their salary for all hours worked. If the holiday occurs on a scheduled pass day, the Office of Public Safety employee shall receive a compensatory day for later use.

45.8 Heightened Risk Injury

As outlined in Article 17 and Article 18 in the contract between the Civil Service Employees Association and Tompkins Cortland Community College, the College's Sick Bank and Worker's Compensation policies will apply in the event an Office of Public Safety employee incurs bodily injury due to direct action on the part of apprehending, detaining or transporting a suspect during performance of duty or while performing traffic control duties. The College will apply the guidelines for these policies as outlined in the contract with the exception of Articles 17.3, 17.4, and 17.6(b).

An Office of Public Safety Employee who is injured during the performance of duty will not be required to have completed twelve months of service before receiving an award from the sick bank.

An Office of Public Safety employee who is injured during the performance of duty as outlined above will not be required to exhaust all of his/her accrued sick leave before receiving an award from the sick bank. Such employee will be required to use all but fourteen (14) days of sick leave before he/she will be eligible for a sick bank award.

An Office of Public Safety employee who is injured during the performance of duty as outlined above will receive 100% (one hundred percent) of their gross pay while receiving an award from the sick bank not subject to limitations outlined in Article 17, Subsection 17.6(b).

Subsequent issues that may arise should be reviewed at the labor management meetings as outlined in Article 11.1.

45.9 Uniforms

Should the College change the style or color of the listed uniform items, the College shall provide these new uniform items to the current employees. Selection of the uniform style, color, and method of payment shall be at the discretion of the College and shall not be grievable or arbitrable.

The College agrees to replace any damaged or unserviceable item at no cost to the employee. The College agrees to replace new boots and shoes as needed.

The College shall provide all items required to attend the training academy.

The College will provide the following list of items to each Campus Peace Officer.

- 3 - Long sleeve shirts
- 3 - Short sleeve shirts
- 3 - Pair of uniform pants
- 2 - Uniform under belt
- 1 - Pair of shoes
- 1 - Pair of boots
- 1 - Tie
- 1 - Tie clasp
- 1 - Winter hat
- 1 - Formal hat
- 1 - Hat rain cover
- 1 - Raincoat
- 1 - Baseball cap
- 1 - Pair winter gloves
- 1 - Winter jacket w/zip out liner
- 2 - Badges
- 1 - Badge wallet w/ID
- 2 - Name tags
- 1 - American flag pin
- 2 - Collar brass
- 1 - Duty weapon/holster/belt
- 1 - Handcuff case
- 1 - Pair handcuffs
- 1 - Handcuff key
- 1 - Glove pouch and medical gloves
- 1 - Flashlight w/holder
- 1 - ASP baton w/holder
- 1 - Pepper spray w/holder
- 1 - Fitted serviceable bullet-proof vest w/carrier
- 1 - Glock Model 22 - 40 cal. Handgun w/holster
- 2 - Magazines w/pouch
- 1 - Radio
- 1 - Ticket Holder
- 4-5 - Belt keepers
- 1 - Key holder
- 1 - Green binder
- 1 - V&T Book
- 1 - Penal/CPL Book

ARTICLE 46. PROBATIONARY PERIOD

All initial appointments shall require a probationary term as required by the Tompkins County Civil Service Rules.

All promotions (movement to a higher salary grade) and lateral transfers (title to title in same salary grade) shall require a probationary term of not less than eight (8) nor more than twenty-six (26) weeks.

ARTICLE 47. FITNESS CENTER

Bargaining unit members who join a fitness center and provide a receipt and proof of participation in a minimum of 30 sessions over a four-month period will be reimbursed the cost of the membership not to exceed \$80 per four-month period.

ARTICLE 48. ATTENDANCE

Employee attendance is essential to the College's efficient operation. Employees are expected to report to work as scheduled and on time. If an employee is unable to report to work, he/she must notify his/her supervisor as outlined in Articles 16.2, 19.4, 20.6 and 22.2. Employees who fail to follow notification requirements for use of leave may be subject to disciplinary action as outlined in Article 33.

ARTICLE 49. PERFORMANCE EVALUATIONS

Performance evaluations are conducted to provide feedback on employee performance, recognize employee's accomplishments, and plan for training and development.

Permanent employees will be evaluated annually using a form developed by the labor/management committee. The process will include a meeting between the supervisor and the employee to discuss performance program and appraisal prior to completion of the evaluation form.

Employees on an initial probationary period will receive evaluations at 2, 4, 6, 9, and 12 months. Employees on a promotional or transfer probationary period will receive evaluations at 2, 4, and 6 months.

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE A

January 1, 2010 - August 31, 2010

The salary is converted to hourly rates by dividing by
1957.5.

| | HIRE RATE | WAGE RATE |
|--------------------------------|-----------|-----------|
| GRADE B | \$15.121 | \$16.973 |
| Cleaner | | |
| Laborer | | |
| Receptionist | | |
| GRADE C | \$15.590 | \$17.523 |
| Keyboard Specialist | | |
| Mail Clerk | | |
| GRADE D | \$16.295 | \$18.349 |
| Audio-Visual Aide | | |
| GRADE E | \$17.001 | \$19.173 |
| Office Machine | | |
| Operator | | |
| Senior | | |
| Clerk | | |
| GRADE F | \$17.706 | \$19.996 |
| Senior Account Clerk | | |
| Senior Cleaner | | |
| Senior Library Clerk | | |
| GRADE G | \$18.524 | \$20.954 |
| Assistant to the Director of | | |
| Facilities | | |
| Enrollment Services Specialist | | |
| Principal Registrar | | |
| Clerk | | |
| Secretary | | |
| Security Officer | | |
| Senior Groundskeeper | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE A

January 1, 2010 - August 31, 2010

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|--|-----------|-----------|
| GRADE H | \$19.465 | \$22.055 |
| Instructional Technology and Learning Resources Assistant Payroll Specialist | | |
| GRADE I | \$20.641 | \$23.429 |
| Assistant to the Director of Campus Activities Building Maintenance Worker Cleaning Supervisor External Relations Assistant Grounds Supervisor Institutional Research Assistant Principal Account Clerk Print Room Supervisor Purchasing Assistant | | |
| GRADE J | \$21.930 | \$24.941 |
| Administrative Assistant Campus Peace Officer Campus Safety Officer Concurrent Enrollment Coordinator Student Disbursement and Direct Loan Coordinator | | |
| GRADE K | \$23.270 | \$26.490 |
| Electrician Student Enrollment Coordinator | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE B

September 1, 2010 - August 31, 2011

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|---|-----------|-----------|
| GRADE B | \$15.766 | \$17.674 |
| Cleaner | | |
| Laborer | | |
| Receptionist | | |
| GRADE C | \$16.250 | \$18.240 |
| Keyboard Specialist | | |
| Mail Clerk | | |
| GRADE D | \$16.975 | \$19.091 |
| Audio-Visual Aide | | |
| GRADE E | \$17.702 | \$19.940 |
| Office Machine Operator | | |
| Senior Clerk | | |
| GRADE F | \$18.429 | \$20.787 |
| Senior Account Clerk | | |
| Senior Cleaner | | |
| Senior Library Clerk | | |
| GRADE G | \$19.271 | \$21.774 |
| Assistant to the Director of Facilities | | |
| Enrollment Services Specialist | | |
| Principal Registrar Clerk | | |
| Secretary | | |
| Security Officer | | |
| Senior Groundskeeper | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE B

September 1, 2010 - August 31, 2011

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|--|-----------|-----------|
| GRADE H | \$20.240 | \$22.908 |
| Instructional Technology and Learning Resources Assistant Payroll Specialist | | |
| GRADE I | \$21.451 | \$24.323 |
| Assistant to the Director of Campus Activities Building Maintenance Worker Cleaning Supervisor External Relations Assistant Grounds Supervisor Institutional Research Assistant Principal Account Clerk Print Room Supervisor Purchasing Assistant | | |
| GRADE J | \$22.780 | \$25.880 |
| Administrative Assistant Campus Peace Officer Campus Safety Officer Concurrent Enrollment Coordinator Student Disbursement and Direct Loan Coordinator | | |
| GRADE K | \$24.159 | \$27.477 |
| Electrician Student Enrollment Coordinator | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE C

September 1, 2011 - August 31, 2012

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|---|-----------|-----------|
| GRADE B | \$16.444 | \$18.409 |
| Cleaner | | |
| Laborer | | |
| Receptionist | | |
| GRADE C | \$16.942 | \$18.991 |
| Keyboard Specialist | | |
| Mail Clerk | | |
| GRADE D | \$17.689 | \$19.868 |
| Audio-Visual Aide | | |
| GRADE E | \$18.438 | \$20.742 |
| Office Machine Operator | | |
| Senior Clerk | | |
| GRADE F | \$19.186 | \$21.615 |
| Senior Account Clerk | | |
| Senior Cleaner | | |
| Senior Library Clerk | | |
| GRADE G | \$20.054 | \$22.632 |
| Assistant to the Director of Facilities | | |
| Enrollment Services Specialist | | |
| Principal Registrar Clerk | | |
| Secretary | | |
| Security Officer | | |
| Senior Groundskeeper | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE C

September 1, 2011 - August 31, 2012

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|--|-----------|-----------|
| GRADE H | \$21.052 | \$23.800 |
| Instructional Technology and Learning Resources Assistant Payroll Specialist | | |
| GRADE I | \$22.299 | \$25.257 |
| Assistant to the Director of Campus Activities Building Maintenance Worker Cleaning Supervisor External Relations Assistant Grounds Supervisor Institutional Research Assistant Principal Account Clerk Print Room Supervisor Purchasing Assistant | | |
| GRADE J | \$23.667 | \$26.861 |
| Administrative Assistant Campus Peace Officer Campus Safety Officer Concurrent Enrollment Coordinator Student Disbursement and Direct Loan Coordinator | | |
| GRADE K | \$25.089 | \$28.505 |
| Electrician Student Enrollment Coordinator | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE D

September 1, 2012 - August 31, 2013

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|---|-----------|-----------|
| GRADE B | \$17.233 | \$19.262 |
| Cleaner | | |
| Laborer | | |
| Receptionist | | |
| GRADE C | \$17.748 | \$19.864 |
| Keyboard Specialist | | |
| Mail Clerk | | |
| GRADE D | \$18.519 | \$20.769 |
| Audio-Visual Aide | | |
| GRADE E | \$19.293 | \$21.672 |
| Office Machine Operator | | |
| Senior Clerk | | |
| GRADE F | \$20.065 | \$22.573 |
| Senior Account Clerk | | |
| Senior Cleaner | | |
| Senior Library Clerk | | |
| GRADE G | \$20.961 | \$23.623 |
| Assistant to the Director of Facilities | | |
| Enrollment Services Specialist | | |
| Principal Registrar Clerk | | |
| Secretary | | |
| Security Officer | | |
| Senior Groundskeeper | | |

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA
SALARY SCHEDULE D

September 1, 2012 - August 31, 2013

The salary is converted to hourly rates by dividing by 1957.5.

| | HIRE RATE | WAGE RATE |
|--|-----------|-----------|
| GRADE H | \$21.992 | \$24.829 |
| Instructional Technology and Learning Resources Assistant Payroll Specialist | | |
| GRADE I | \$23.279 | \$26.333 |
| Assistant to the Director of Campus Activities Building Maintenance Worker Cleaning Supervisor External Relations Assistant Grounds Supervisor Institutional Research Assistant Principal Account Clerk Print Room Supervisor Purchasing Assistant | | |
| GRADE J | \$24.692 | \$27.989 |
| Administrative Assistant Campus Peace Officer Campus Safety Officer Concurrent Enrollment Coordinator Student Disbursement and Direct Loan Coordinator | | |
| GRADE K | \$26.159 | \$29.687 |
| Electrician Student Enrollment Coordinator | | |

EXHIBIT A

Classified Staff titles approved by Civil Service.

Administrative Assistant
Assistant to the Director of Facilities
Assistant to the Director of Campus Activities
Audio-Visual Aide
Building Maintenance Work
Campus Peace Officer
Campus Safety Officer
Cleaner
Cleaner Supervisor
Concurrent Enrollment Coordinator
Electrician
Enrollment Services Specialist
External Relations Assistant
Grounds Supervisor
Institutional Research Assistant
Instructional Technology and Learning Resources Assistant
Keyboard Specialist
Laborer
Mail Clerk
Office Machine Operator
Payroll Specialist
Principal Account Clerk
Principal Registrar Clerk
Print Room Supervisor
Purchasing Assistant
Receptionist
Secretary
Security Officer
Senior Account Clerk
Senior Cleaner
Senior Clerk
Senior Groundskeeper
Senior Library Clerk
Student Enrollment Coordinator
Student Disbursement and Direct Loan Coordinator

FOR TOMPKINS COUNTY:
Michael Koplinka-Loehr, Chair
Tompkins County Legislature

FOR CORTLAND COUNTY:
John R. Daniels, Chair
Cortland County Legislature

**FOR TOMPKINS CORTLAND COMMUNITY COLLEGE BOARD OF TRUSTEES,
TOMPKINS COUNTY BOARD OF REPRESENTATIVES, AND CORTLAND COUNTY
LEGISLATURE:**

Walter Poland, Chair, Negotiating Committee _____

Blix Taetzsch,
Dean of Operations and Enrollment Management _____

Annette Barber _____

Roxann Buck _____

John Troy _____

Sharon Dovi _____

FOR CIVIL SERVICE EMPLOYEES ASSOCIATION:

Will Streeter, Labor Relations Specialist _____

Donald Mack _____

Lauren Wright _____

Melinda Case _____

Mary Portzline _____

Mellora Paucke _____

Ryan Cochran _____

Scott Weatherby _____

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