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Union: **Professional Administrators Association**

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AGREEMENT

between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and the

PROFESSIONAL ADMINISTRATORS ASSOCIATION

SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2016

ARTICLE 1. PREAMBLE

This settlement, effective the first day of September, 2013, shall remain in force and effect through the thirty-first day of August, 2016. Tompkins Cortland Community College shall hereinafter be referred to as the College, and the Professional Administrators Association shall hereinafter be referred to as the Association.

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 BE EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODIES HAVE GIVEN APPROVAL.

ARTICLE 3. PAST PRACTICE

This Agreement supersedes all past practices relative to terms and conditions of employment herein contained. Practices, if any, relative to terms and conditions of employment not herein contained shall continue.

ARTICLE 4. EQUAL OPPORTUNITY DECLARATION

Tompkins Cortland Community College is committed to equal opportunity in employment, admission and treatment for all qualified individuals without unlawful regard to race, color, creed or religion, sex, sexual orientation, national origin, age, marital status, military status, genetic predisposition or carrier status, disability, or any other basis as prohibited by federal or New York State Law.

ARTICLE 5. SAVINGS CLAUSE

In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the state or federal law shall prevail and the rest of the settlement shall not be invalidated by such a conflict.

ARTICLE 6. DEFINITIONS

- ACTIVE: Employees currently receiving salary payment from the College.
- CALENDAR YEAR: January 1 through December 31.
- CONTRACT YEAR AND FISCAL YEAR: For this Agreement, contract year and appointment year will be synonymous with the fiscal year.
- DAY: "Day" as opposed to calendar day refers to work day, excluding Saturday, Sunday, or holidays, unless otherwise stipulated.
- EMPLOYEE: Individuals covered by this Agreement.

FISCAL YEAR: September 1 through August 31.

FULL-TIME: All employees contracted for 1.0 FTE.

LAYOFF: Termination of employment - see Article 46.

PART-TIME: Employees contracted for less than 1.0 FTE.

REGULAR: Regular employees are non-temporary employees in a College funded position.

WORK WEEK: Refer to Work Week Clause Article 12.

ARTICLE 7. ASSOCIATION RECOGNITION/STATUS

7.1 The Employer recognizes the Professional Administrators Association as the lawfully designated exclusive representative of Administrative employees of the College for purposes of collective negotiations. All full-time and regular part-time administrative positions indicated by the following titles are included in the bargaining unit.

- Academic Computer Specialist
- Assistant Director of Admissions – External Operations
- Assistant Director of Admissions – Internal Operations
- Assistant Director of Admissions – Transfer Coordinator
- Assistant Director of Budget and Finance
- Assistant Director of Financial Aid
- Assistant Director of Financial Aid – Campus Student Employment Coordinator
- Assistant Director of Financial Aid – Veterans’ Benefits Certifying Officer
- Assistant Director of Student Activities and the Student Center
- Assistant to the Dean for Administrative Services
- Associate Dean for Institutional Research & Organizational Learning
- Associate Dean of Curriculum and Academic Records
- Associate Director of Admissions
- Associate Director of CollegeNow
- Associate Director of Financial Aid
- Associate Director of Public Safety
- College Editor
- Computer Specialist
- Computer Support Associate
- Coordinator of Learning Technology Services
- Coordinator of TC3.Biz
- Development Coordinator
- Director of Admissions
- Director of Adult Learning and Training
- Director of CollegeNow
- Director of Enterprise and Learning Systems
- Director of Facilities
- Director of Financial Aid

Director of Multicultural Services
 Director of Public Safety
 Director of Student Activities / Student Center
 Director of TC3 Global Program Development
 Director of Technology Support
 Foundation and Restricted Fund Accountant
 Global Education Project Coordinator
 Global Initiatives Coordinator
 Graphic Designer
 Library Director
 Manager of Academic Computer Services
 Programmer
 Public Information Officer/Sports Information Coordinator
 Research and Planning Analyst
 Senior Systems Administrator
 Software Applications Administrator
 Sr. Programmer Analyst
 Web Communications Manager

- 7.2 Administrative work is defined as all work not routinely assigned to classified staff positions, teaching of credit-generating courses, academic advising, counseling, or providing professional library/media services. Some examples of those administrative activities are managing, planning, and/or supervising the revision of programs, courses, or services; scheduling; preparing programmatic reports, and/or supervising programmatic studies; recommending hiring, supervising, and evaluating staff; coordinating with agencies or organizations outside of the College; and budgeting.
- Any position that consists of more than 50% administrative work will be considered to be an administrative position. Likewise, overloads consisting of more than 50% administrative work will be considered to be administrative overloads.
- 7.3 Regular part-time administrative employees in recognized titles who are scheduled to work .5 FTE or more of a ten-month or a twelve-month appointment shall be included in the bargaining unit.
- 7.4 The Association affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.
- 7.5 Membership in the Association shall not be a condition of employment; nor will the Employer discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or his/her refusal to join such an organization or to participate in any such activities.
- 7.6 The Association shall certify to the College, in writing, the current annual dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form. The Association shall give the College not less than thirty (30) calendar days written notice prior to the effective days of any change in either annual dues or the authorization form.

- 7.7 The College agrees to deduct the annual dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms prescribed by the Association. Such authorization for deduction shall be for the current fiscal year but may be revoked at any time by the member, in writing. Deductions shall be equal to the annual or prorated dues of the Association divided by the number of pay periods remaining in the fiscal year following filing of the authorization. Dues shall be deducted over the twenty-six (26) pay periods commencing in September and concluding in August. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.
- 7.7.1 The Association 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 College, in reliance upon payroll deduction authorization cards submitted by the Association to the employer.
- 7.8 The Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of 45 calendar days after the signing of the contract, and thereafter on each successive September 15 during the Agreement term.
- 7.9 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with the work obligation of any employee of the College.
- 7.10 The President of the Association shall be granted up to nine (9) days of compensation per year for work related to the Association.
- Both parties will make every effort to have hearings, meetings, and proceedings scheduled so as to minimize disruptions of administrative responsibilities.
- 7.11 There will be a bulletin board at a location agreed upon by the parties hereto, under the exclusive control of the Association.
- 7.12 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date. The President of the College and the President of the Association may modify the three (3) months notification requirement by mutual agreement.

ARTICLE 8. MANAGEMENT RIGHTS

The College and the administration of the College hereby retains and reserves all rights, authority, duty and responsibility conferred by the laws and Constitution of the State of New York and/or the United States of America. Except as expressly limited by the provisions of this agreement, all of the authority, rights, duties, and responsibilities possessed by the College are retained by it, including, but not limited to, the right to determine the mission, goals and objectives, and the policy of the College; to determine

means, methods, facilities, and number of personnel required for the conduct of the College programs; to select, direct, deploy, and utilize the workforce and to classify or reclassify positions.

ARTICLE 9. AMENDMENTS

This agreement may be amended or supplemented only by further written agreement by the Parties.

ARTICLE 10. RE-OPENER

All terms and conditions of the Agreement will remain in effect to the date of termination of this Agreement with the intent to open discussions of future Agreements to commence on or about January 11, 2016.

ARTICLE 11. SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the College and the Association. During its life neither party will be obligated to collectively negotiate with respect to any subject or matter whether or not covered herein.

ARTICLE 12. WORK WEEK

The work week for full-time bargaining unit members with 12-month appointments is generally expected to be thirty-seven and one-half hours (37.5).

When College priorities dictate that a work assignment needs to be carried-out beyond an employees' regular workload as determined by the employee, the supervisor, and the appropriate dean, the employee will be compensated for that work assignment.

ARTICLE 13. REPORTING OF ABSENCES

Employees shall be required to notify their supervisors of their absences and the reason therefore.

ARTICLE 14. FAMILY LEAVE

- 14.1 Five days of family leave (for death or illness in the immediate family) shall be allowed in each contract year for full-time bargaining unit members (prorated for new hires and part-time employees).
 - 14.1.1 New hires will receive one day of family leave upon hire and will receive an additional day according to the schedule below in the first fiscal year of hire.
 - a. September 1
 - b. December 1
 - c. March 1
 - d. June 1
- 14.2 Family leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.
- 14.3 Family leave will not accrue from year to year, but if not used, will accrue to the employee's annual sick leave.

- 14.4 It is the responsibility of the employee to report used family leave biweekly to his/her supervisor.
- 14.5 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting family leave earned and used for each bargaining unit member.

ARTICLE 15. PERSONAL LEAVE

- 15.1 Three days of leave for personal business shall be allowed for each contract year for full-time bargaining unit members (prorated for new hires and part-time employees).
 - 15.1.1 New hires will receive one day of personal leave upon hire and will receive an additional day according to the schedule below in the first fiscal year of hire.
 - a. September 1
 - b. March 1
- 15.2 Personal leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.
- 15.3 Personal leave days will not accrue from year to year, but if not used during the contract year, they will accrue to the employee's annual sick leave.
- 15.4 It is the responsibility of the employee to report used personal leave biweekly to his/her supervisor.
- 15.5 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting personal leave earned and used for each bargaining unit member.

ARTICLE 16. VACATION LEAVE

- 16.1 A twelve-month bargaining unit member earns twenty days of paid vacation per year accrued at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.
- 16.2 A ten-month bargaining unit member will accrue vacation at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.

- 16.3 All vacation time must be requested of and approved by the immediate supervisor. It is the intent of the College to ensure that all bargaining unit members are provided with opportunities to avail themselves of earned vacation time. The Human Resources Department is responsible for confirming the amount of accrued vacation time.
- 16.4 Earned vacation time remaining unused shall be paid to a bargaining unit member upon the termination of his/her employment with the College, or death.
- 16.5 It is the responsibility of the employee to report used vacation leave biweekly to his/her supervisor.
- 16.6 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting vacation time earned, used and accrued for each bargaining unit member.

ARTICLE 17. SICK LEAVE

17.1 Accrual

- 17.1.1 Sick leave for full-time bargaining unit members shall be earned and accrued at the rate of one day per month to a maximum of 180 working days prorated for part-time employees.
- 17.1.2 Employees must report all absences as soon as possible to their supervisor.
- 17.1.3 It is the responsibility of the employee to report sick leave time to his/her supervisor.
- 17.1.4 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting sick leave earned, used and accrued for each bargaining unit member.

17.2 Sick Bank

The intent of the sick leave bank shall be to assist and aid bargaining unit members who experience unusual circumstances that cause a need for sick leave beyond that which they have earned or accrued.

The sick bank is operated in the following manner:

- 17.2.1 Each professional staff member shall contribute to the bank two sick leave days per employment year.
- 17.2.2 The sick leave days contributed by the bargaining unit member shall accrue from year to year to a maximum of 450 days. If the bank reaches the maximum, members of the bargaining unit will not contribute to the sick bank. When the sick bank drops to 325 days, bargaining unit members will each contribute the equivalent of 2 sick leave days per employment year until the bank again reaches the 450 days maximum.

- 17.2.3 Requests for the sick bank reserve shall be made to the Human Resources Department. The President of the Association and the President of the College or their respective designees shall approve the sick bank withdrawals.
- 17.2.3.1 Written application shall be made by the employee or his/her designee using the appropriate form provided by the Human Resources Department.
- 17.2.3.2 Professional evidence of need shall support the claim.
- 17.2.3.3 Limitations on employee withdrawals may be made at the discretion of the President of the Association and the President of the College up to a maximum of 130 working days or until the employee becomes eligible for the total disability plan, whichever is earlier.
- 17.2.4 The decisions of the President of the Association and the President of the College shall be neither grievable nor arbitrable; however, if they are unable to agree or make a decision, the employee may request expedited arbitration from a local dispute resolution center. The cost of the arbitration shall be shared equally by the College and the Association. The arbitrator shall be limited to granting no more than the number of days which would otherwise have been awarded as specified in paragraph 17.2.3.3.
- 17.2.5 Beginning with fiscal year 1991-92, if the Professional Administrators Association sick bank has less than three hundred twenty-five (325) days, then one hundred percent (100%) of the sick leave left by employees who terminate will accrue to the Professional Administrators Association sick bank. Also, retiring employees who do not apply all unused sick leave to pay for health insurance (See Article 17.3) shall have their unused sick leave remaining added to the Professional Administrators Association sick bank.

17.3 Conversion of Sick Leave to Health Insurance Payment Upon Retirement:
If the retiree satisfies the requirement(s) of the College plan for continuance of health benefits upon retirement or death, the College will pay the percentage of health insurance premiums for retirees as required in effect at the time of retirement. The remainder of health insurance premiums on the plan in force at the time of retirement will be paid from a fund to be established by converting sick days to dollars in accordance with the following rules. Any individual upon retirement will be able to convert accumulated sick days at their daily rate in effect at the time of retirement to a maximum sum of \$25,000. After funding the initial amount, individuals with 20 years of employment will be able to convert those sick days remaining in their accumulation at the rate of 25% of their daily rate to add to the fund. For each year above 20 years, the conversion rate of 25% will increase by 2.5% until 30 years of employment have been achieved at which time the conversion reaches and is capped at 50%. For purpose of this section, years of employment are based upon anniversary date of employment at the College and will not be prorated. Upon the death of the retiree the College will continue to pay the percentage of health insurance premiums required by the Plan in effect for the surviving spouse on the plan in effect at the time of death of the retiree.

- 17.4 Retiring members will have a health reimbursement account established by the College, funded with their accumulated sick leave value calculated per Article 17.3. The College will assume any costs associated with the establishment of these accounts, retirees will be responsible for monthly maintenance fees.

Retiring members who leave without health insurance coverage shall have a health reimbursement account established with an amount equivalent to the sick leave value calculated per Article 17.3. Plan documents are available in the Human Resources Department.

ARTICLE 18. LEAVE POLICY - Administrative Paid

Administrative leaves may be granted to members of the administrative staff for planned travel, study, further education, research, writing, professional work experience or other experiences of professional value directly related to the professional development of the individual in terms of its use and value to the College.

- 18.1 Bargaining unit members who have completed the required consecutive years of service since initial appointment at Tompkins Cortland Community College (including years served in a temporary appointment) or since the completion of a previous administrative leave will be eligible to apply for the administrative leave with pay. Leaves of absence without pay shall not cause a break in consecutive service but will not accrue toward years of service required. Eligibility: Eligibility, length of service, and months of obligation upon return are summarized in Table #1.

- 18.2 Application Process: Applications for administrative leave shall be submitted to the Human Resources Department, with a copy to the individual's supervisor or by October 1 of the academic year preceding the requested leave. The Human Resources Administrator will provide the applicant with notification acknowledging receipt of the application. The chair of the Review Committee is responsible for obtaining the applications from the Human Resources Department.

- 18.3 Review Process: The supervisor shall send his/her recommendation and rationale for the leave to the Review Committee within five (5) working days after receipt of the application. The supervisor will forward a copy of the recommendation and rationale to the applicant.

The Review Committee shall consist of three (3) individuals of the bargaining unit selected by the bargaining unit.

A copy of the committee's recommendation, rationale and ranking shall be forwarded to the appropriate Dean by December 15 with a copy to be sent to the applicant. The Dean shall attach his/her recommendation and rationale and forward to the President by January 15 with a copy sent to the applicant. The President will notify the applicant of the action of the Trustees by March 1. Excepting procedural compliance, matters relating to the granting or denying of sabbatical leave shall not be grievable or arbitrable hereunder.

- 18.4 Paid Administrative Leave: At the recommendation of the President, the Board of Trustees may award a total of not more than sixty (60) months of leave at full pay or equivalent to be divided among the applicants selected during the period September 1, 2013 through August

31, 2016.

No individual may receive more than six (6) months leave at full salary or more than twelve (12) months at half salary per eligibility period.

The President shall notify the applicant of the decision of the Board.

- 18.5 Outside Income: Members of the administrative staff on administrative leave may accept fellowships, grants in aid, or earned income to assist in accomplishing the purposes of their leaves. This earned income shall not affect the individual's compensation from the College.
- 18.6 Benefits: All fringe benefits shall continue while the individual is on administrative leave with pay.
- 18.7 Obligation on Return - College: The College recognizes that a paid leave is a temporary absence and at its conclusion the recipient will return to the position held when the leave began with all salary and benefits. Any modification in salary and/or benefit programs will be implemented for the individual on paid administrative leave on the effective date of such change.
- 18.8 Obligation on Return - Employee: Upon return, the applicant will submit to the President a report of accomplishments specifically addressing the stated objectives to have been accomplished while on administrative leave.

The acceptance of the administrative leave obligates the staff member to continue his or her duties as defined in Table #1 at the College after the expiration of the administrative leave.

TABLE 1

Administrative Leave Eligibility and Conditions

Minimum Years of Service	Leave Period (mos.)		Obligation to Continue (mos.)
	Full Pay	Half Pay	
3	1	2	6
4	2	4	8
5	4	8	10
6	6	12	12

ARTICLE 19. LEAVE WITHOUT PAY

- 19.9.1 The President may grant a leave of absence to bargaining unit members without pay, to a maximum of one year.

- 19.9.2 Requests shall be made in writing and submitted to the President as far in advance as possible of the requested effective date of leave.
- 19.9.3 The staff member shall have the right to return to the employ of the College at the end of the leave.
- 19.10 Health Insurance and Income Coverage Protection for Persons on Authorized Leave: A staff member who is on authorized leave without pay may continue his/her health insurance coverage and income protection coverage during the period his/her contribution is not being deducted from his/her pay by remitting direct payments covering both the employer and the employee's share of the premium to the Office of Budget and Finance at the College.

ARTICLE 20. SPECIAL LEAVE WITH PAY

Full-time members of the bargaining unit other than those holding temporary appointments may receive special leave of absence. When a special leave of absence is taken at the request of the College, that individual's full benefit shall continue.

ARTICLE 21. FAMILY MEDICAL LEAVE

The leave time in this contract shall not limit the obligations of the employer or the employee under the provision of the Family Medical Leave Act of 1993 (FMLA).

Family Medical leave shall be granted to an eligible employee for a total of (12) workweeks of unpaid leave during any 12-month period for the following purposes:

- a. for incapacity due to pregnancy, prenatal medical care or child birth;
- b. to care for the employee's child after birth, or placement for adoption or foster care;
- c. to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- d. for a serious health condition that makes the employee unable to perform employee's job.

Military Family Leave Entitlements

- 1. Qualifying Exigency Leave
- 2. Military Caregiver Leave

- 21.1 The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before the leave is to begin or as soon as is practicable.
- 21.2 The employee must provide medical certification for FMLA leave taken to care for an employee's spouse, son, daughter or parent who has a serious health condition or for the serious health condition of the employee circumstances supporting the need for military family leave.
- 21.3 The College shall maintain coverage for health insurance to an employee on FMLA pursuant to this section for the duration of the 12-week period and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave.

- 21.4 Upon return from FMLA, the employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

Employee Rights and Responsibilities under the Family and Medical Leave Act periodically change, the current provisions under the Act can be found at <http://www.tc3.edu/dept/hr/policies.asp>.

ARTICLE 22. HEALTH INSURANCE

- 22.1.a Employees will pay 20% of the health insurance premiums for individual and family coverage.

Employees participating in the College's health insurance plan will pay \$5 for generic prescriptions, \$20 for brand name prescriptions and \$35 for non-formulary prescriptions. The copay for a 90 day supply through mail order will be \$10/40/70. Summary plan documents can be accessed on the College's website.

- 22.1.b The College shall maintain for the duration of this agreement, health insurance with benefit levels substantially equivalent to those now in effect for bargaining unit employees hereinafter described. The existing benefits include: Blue Cross, Blue Shield, Major Medical, and a prescription plan. In the event the College changes insurance carriers or becomes a self-insurer, the Association shall be notified not less than thirty (30) days in advance thereof and shall be advised of the terms of transition and be provided an opportunity to formally comment thereon. The Association agrees to openly discuss and actively participate with the College, the county, and other bargaining groups covered by the county's health insurance programs in a review of the health insurance plan.

- 22.2 Any employee who has not enrolled in the health insurance plan shall receive a \$1,000 payment after each 12 consecutive month period, upon written notification and proof that they have health insurance coverage elsewhere.

An informational sheet and counseling will be available for all who elect not to enroll in health insurance. The waiting period to later enroll in the health insurance plan will clearly be specified. Full coverage is assured if an employee later elects to enroll in the health insurance plan.

- 22.3 The College agrees to establish a fund to reimburse those PAA members who experience a catastrophic cost impact as a result of the prescription co-pay structure \$5/20/35 put into effect November 1, 2013. The College will fund \$3,000 annually over the duration of the 2013-2016 agreement.

Employees who elect to participate in an individual health insurance plan who experience an impact greater than \$140 and employees who elect to participate in a family health insurance plan who experience an impact greater than \$300 can submit a request for reimbursement.

Reimbursements will be allocated to those members who apply, who meet the criteria as outlined by the College and the Association, as agreed upon by both parties.

22.4 The College will provide a flexible spending account for all members of this Association. The College will select a vendor to administer this program and will assume the administrative costs so long as the cost do not exceed savings to the College. If the costs exceed savings the employees will pay a prorated share of the cost of the program.

ARTICLE 23. HOLIDAY SCHEDULE

	2013 – 2014	2014 – 2015	2015 – 2016
Labor Day	Sept. 02, 2013	Sept. 01, 2014	Sept. 07, 2015
Thanksgiving	Nov. 28, 2013	Nov. 27, 2014	Nov. 26, 2015
Friday after Thksg.	Nov. 29, 2013	Nov. 28, 2014	Nov. 27, 2015
Winter Holiday	Dec. 24, 2013	Dec. 24, 2014	Dec. 24, 2015
Winter Holiday	Dec. 25, 2013	Dec. 25, 2014	Dec. 25, 2015
Winter Holiday	Dec. 26, 2013	Dec. 26, 2014	Dec. 28, 2015
Winter Holiday	Dec. 27, 2013	Dec. 29, 2014	Dec. 29, 2015
Winter Holiday	Dec. 30, 2013	Dec. 30, 2014	Dec. 30, 2015
Winter Holiday	Dec. 31, 2013	Dec. 31, 2014	Dec. 31, 2015
New Year’s Day	Jan. 01, 2014	Jan. 01, 2015	Jan. 01, 2016
M.L. King Day	Jan. 20, 2014	Jan. 19, 2015	Jan. 18, 2016
Spring Day	*	*	*
Memorial Day	May 26, 2014	May 25, 2015	May 30, 2016
Independence Day	July 04, 2014	July 03, 2015	July 04, 2016

*Friday prior to the end of spring recess

A ten-month bargaining unit member who works in excess of 217 days during the fiscal year will be paid for any holiday, if he/she is scheduled to work both the day before and the day after that holiday.

Veterans are entitled to Veterans Day off.

A twelve-month employee shall be allowed two floating holidays to be determined by the employee in consultation with the employee's supervisor.

ARTICLE 24. RELIGIOUS OBSERVANCES

Persons who desire to observe a religious holiday and thereby must be absent from work shall notify their immediate supervisor in advance. The time off, when approved, will be charged to either the employee's personal leave, vacation leave or floating holidays.

ARTICLE 25. RETIREMENT

25.1 Full-time bargaining unit members must join one of the following retirement plans:

25.1.1 New York State Employees' Retirement System (NYS ERS)

25.1.2 The Optional Retirement Program (ORP) allows employees the choice of the following funding vehicles:

- a. Teachers' Insurance and Annuity Association and College Retirement Equities Fund (TIAA-CREF);
- b. ING Life Insurance and Annuity Company;

- c. MetLife and Affiliated Companies;
- d. AIG Variable Annuity Life Insurance Company (VALIC).

- 25.2 The full-time bargaining unit member has thirty calendar days to designate in writing one of the three retirement systems. The employee automatically becomes a member of the New York State Employee's Retirement System if no other decision is communicated to the Human Resources Department within thirty calendar days of employment.
- 25.3 After joining one of the approved retirement systems, the staff member cannot change to another system.
- 25.4 College makes appropriate retirement contributions based on the employee's salary and hire date. The College will comply with the retirement contribution rates as mandated by SUNY.
- 25.5 The College will contribute toward the retirement plan of a part-time employee who is already a member of one of the approved retirement plans.
- 25.6 Part-time professional staff members have the option of joining the New York State Employees' Retirement System.

The Optional Retirement Program is currently available only for full-time staff.

ARTICLE 26. SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM

Employees of the College have access to two different types of voluntary tax-deferred savings programs to assist with saving for retirement. Both programs allow pre-tax monies to be set via payroll deduction to help supplement post-retirement income from Social Security and employer sponsored pension plans. Federal and state taxes are deferred until the money is withdrawn upon your retirement or separation from service allowing for even greater savings through tax-deferred growth. Tax deferred savings programs include:

- 26.1 SUNY Tax Deferred Annuity Plan - Authorized under section 405(b)(1) of the Internal Revenue Code with a choice of investment providers including:
 - a. VALIC
 - b. Fidelity
 - c. ING
 - d. Met Life
 - e. TIAA-CREF
- 26.2 New York State Deferred Compensation Plan – Authorized under section 457 of the Internal Revenue Code with a wide array of investment options.

The College does not contribute to the cost of supplemental retirement annuities.

ARTICLE 27. OUTSIDE EMPLOYMENT

Employment at the College shall be considered the basic employment of all full-time bargaining unit members and each shall limit such other outside employment so as not to impair his/her effectiveness.

ARTICLE 28. PREFERENTIAL CANDIDATE STATUS

- 28.1 Employees who apply and possess the qualifications and have satisfactory evaluations in their current position, will enjoy preferential candidate status (preferential candidate status means if all selection factors are judged equal by the President, the current employee shall be appointed), consistent with applicable Federal and State statutes relative to non-discrimination and equal employment opportunity and in compliance with the College's Equal Employment Opportunity and Affirmative Action Program in effect at the time.
- 28.2 All applications shall be filed with or forwarded to the Human Resources Department and shall be reviewed by the appropriate Dean and/or Department Head. Appointment to the position in question shall be made by the President.
- 28.3 Employees who submit an application and supporting material for another position at the College shall have those materials and other materials used in the selection process placed in their existing College personnel file.
- 28.4 All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.

ARTICLE 29. RECRUITMENT

- 29.1 Each bargaining unit position vacancy or newly created bargaining unit position (other than a temporary position or for reassignments due to position retrenchment or consolidation) shall be announced through the College media and posted on the Human Resources Department and bargaining unit bulletin boards at the same time as such information is disseminated to newspapers, periodicals, etc., intended to expeditiously assure wide geographic coverage and the reaching of a high percentage of qualified interested candidates including under-represented groups.
- 29.2 When an employee in an administrative position receives a title change or job upgrade the College and the Professional Administrators' Association agree to suspend the provisions of Article 29.1. The new title or upgraded position does not need to be posted if the administrator's current job description is revised as a result of additional duties or workplace changes but the majority of the job responsibilities are similar or the employee's job title has changed but the position remains the same.
- 29.3 The position announcements shall contain a job description, duties, responsibilities, compensation and an outline of required and desired qualifications.
- 29.4 After a two-week posting period (one week during the period June 15 to September 1) employees who have applied and who are qualified candidates shall be interviewed. Bargaining unit employees on ten month contracts shall be notified by mail of vacancies during the period June 15 through September 1.

ARTICLE 30. COPYRIGHT AND PATENT PROPOSAL

Materials appropriate for copyright and all patentable inventions produced by employees utilizing College time and/or resources shall belong to the College. The bargaining unit member shall notify the President of the College, in writing, of his/her intent to file for copyright or patent for such materials/ inventions, as specified above, either already developed or planned for development. The College shall make application for all copyrights or patents thereon within six (6) months from the date that the bargaining unit member has notified the College of intent to file for copyright or patent. If the College does not exercise its rights to such copyright or patent, all rights to copyright and patent shall revert to the originator(s).

ARTICLE 31. PERSONNEL FILES

- 31.1 The personnel file in the Human Resources Department is the only official personnel file of the College.
- 31.2 All bargaining unit employees are strongly encouraged to review their personnel file, at minimum, on an annual basis. Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. An administrative staff member shall have the right to review his/her own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to the Human Resources Administrator and to provide written comment as to any material therein contained. Said review shall take place in the Human Resources Department (in the presence of the Human Resources Administrator or designee), or in any alternative location designated by the President, during the normal business hours of the College. A representative of the bargaining unit of the employee's own choosing may accompany him/her.
- 31.3 All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.
- 31.4 Employees who submit an application and supporting materials for another position at the College shall have those materials and other materials used in the selection process placed in their existing College personnel file.

ARTICLE 32. OFF-CAMPUS ADMINISTRATIVE ASSIGNMENTS (as different from OVERLOAD)

- 32.1 Employees may be required to work at off-campus locations as part of their regular work load. 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 workday is split between two or more sites.
- 32.2 Except as the President may otherwise authorize, employees who have voluntary overload at off-campus locations will not receive mileage.

ARTICLE 33. DENTAL PLAN

A dental insurance program is available through payroll deduction. The employee contributes the full cost of the premium for either the individual or family plan.

ARTICLE 34. VISION PLAN

A vision insurance program is available through payroll deduction. The employee contributes the full cost of the premium for either the individual or family plan.

ARTICLE 35. INCOME PROTECTION

All bargaining unit members are eligible to participate in The Standard Insurance Company of New York income protection plan, provided they meet the minimum qualifications stipulated by the Plan. The College will pay the monthly premium of each enrollee.

ARTICLE 36. LIFE INSURANCE

36.1 All active bargaining unit members are eligible to participate in The Standard Insurance Company of New York group life insurance plan, provided they meet the minimum qualifications stipulated by the Plan. The College will contribute a fixed dollar amount of \$100.00 per year.

36.2 In lieu of participation in the College program, bargaining unit members who obtain insurance on their own are to present evidence of payment for that insurance program for reimbursement up to the maximum of \$100 per year for life insurance. The evidence of payment must be submitted to Human Resources on a yearly basis in the fiscal year in which the bill was paid.

ARTICLE 37. MEALS AND MILEAGE

An employee authorized to use his/her motor vehicle to attend an approved function shall be reimbursed at the federal mileage rate for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event, plus parking, road and bridge tolls paid along the route. Meal allowances shall be reimbursed at the current College rate.

ARTICLE 38. PHYSICAL EXAMS

The cost of an annual physical examination that is not paid by the College's health insurance coverage or other health insurance coverage available to members of the bargaining unit, shall be reimbursed by the College in an amount not to exceed \$100 per year.

ARTICLE 39. TUITION WAIVER

Tuition for all courses offered by Tompkins Cortland Community College will be waived for all bargaining unit members (full-time and part-time) and their immediate families (spouse and children), once the employee has achieved one year's employment at the College. Registration will take place by the first day of classes.

ARTICLE 40. GRIEVANCE PROCEDURE

Declaration of Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of the administrative staff within the bargaining unit through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

40.1 Definitions - The following definitions apply to the grievance procedure only.

40.1.1 Grievance is a claim by any employee or group of persons within the bargaining unit or the Association based upon any claimed violation, misinterpretation, misapplication, or inequitable application of the terms or provisions of this Agreement.

40.1.2 Supervisor shall mean immediate supervisor.

40.1.3 President is the President of the College.

40.1.4 Association shall mean Tompkins Cortland Community College Professional Administrators Association.

40.1.5 Aggrieved Party shall mean any person or group of persons within the bargaining unit or the Association.

40.1.6 Human Resources Administrator shall mean the person directly responsible for administering the Human Resources Department.

40.1.7 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.

40.1.8 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any stage on grievances hereunder.

40.1.9 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and Holidays.

40.2 Procedures

40.2.1 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

40.2.2 Except for informal decisions at Stage 1 (a) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be timely transmitted to the aggrieved party and the Association.

- 40.2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.
- 40.2.4 The parties agree to facilitate any investigation which may be required and to make available documents, communication and records relevant to the grievance.
- 40.2.5 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
- 40.2.6 The grievant has the right to be represented by the Association or any other representative of the grievant's choice.
- 40.2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by any party hereto against the aggrieved party, and party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- 40.2.8 Forms for filing grievances will be provided by the Human Resources Department. They will be available on the College's network.
- 40.2.9 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

40.3 Time Limits

- 40.3.1 The time limits specified for either party may be extended only by mutual agreement.
- 40.3.2 No written grievance will be entertained, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) work days after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.
- 40.3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.
- 40.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

40.4 Stages of Grievance Procedure

Stage 1

- 40.4.1 The aggrieved party will discuss his/her grievance with his/her supervisor, with the objective of resolving the matter informally.
- 40.4.2 By mutual agreement, the parties may ask the Community Dispute Resolution Center or a similar organization to assist in the informal resolution of this grievance. Anything said or disclosed during this process will be kept confidential. The costs will be shared equally by both parties.

Stage 2

- 40.4.3 If the grievance is not resolved informally, it shall be reduced to writing and presented to the Human Resources Administrator. Within ten (10) days after the written grievance is presented to the Human Resources Administrator, a decision shall be rendered thereon, in writing, and presented to the aggrieved party and the Association.

Stage 3

- 40.4.4 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within (10) ten days, file a written appeal (including copies of the decision) to the President. Additional copies of the appeal should be provided to the Human Resources Administrator and the Association.
- 40.4.5 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or his/her representative, the Association's designated representative(s) and all other parties-in-interest.
- 40.4.6 The President or a designated representative shall render a decision in writing to the aggrieved, the aggrieved's representative and the Association within ten (10) days after the conclusion of the hearing.

Stage 4

- 40.4.7 If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further the Association may, within ten (10) days of receipt of the decision of Stage 3, submit the matter to arbitration by written submission to the American Arbitration Association with a copy to the Human Resources Administrator. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association or the Public Employee Relations Board in the selection of an arbitrator in the hearing and all matters related thereto. The President of the College and the President of PAA will agree on the selection of the arbitration organization.
- 40.4.8 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.

40.4.9 The Arbitrator shall have no power or authority to add to, subtract from or modify the express provisions of this Agreement or to make any decision which requires the commission of an act prohibited by law.

40.4.10 The decision of the Arbitrator shall be final and binding upon all parties.

40.4.11 All costs for the services of the arbitrator, including expenses, if any, will be borne equally by the College and the Association.

ARTICLE 41. SALARY PLACEMENT

Each person appointed to a new or different administrative staff position will be placed within the appropriate salary range based upon an evaluation of his/her education, experience, demonstrated ability and market conditions. This salary placement shall be determined in a fair and equitable manner using a standard documented procedure. With the assistance of the Human Resources Department, an initial salary placement in a position will be recommended to the President by the appropriate Dean.

41.1 Administrative staff members who begin work prior to March 1 each year shall receive the full salary increase approved by the Board of Trustees effective the following September 1. Staff who begin work from March 1 through June 30 each year shall receive one half (½) of the salary increase, and those who begin work from July 1 through August 31 each year shall receive no increase in salary on September 1 of that year.

41.2 Movement to Different Classification Levels and Positions

41.2.1 New Position/Reclassification to a Higher Grade

An employee moving to a position at a higher grade, or is reclassified to a higher grade level will have a new salary placement calculated. The employee will be placed at that salary level or at \$1000 above the employee's current salary whichever is greater.

41.2.2 Lateral Movement

An employee moving to a position at the same grade level will have a new salary placement calculated. The employee will be placed at that salary level or at the employee's current salary, whichever is greater.

41.2.3 Voluntary Movement to a Lower Position

An employee voluntarily moving to a lower position will have a new salary placement calculated and communicated to the employee by the Human Resources Department before the change of position is finalized. This salary placement for the new position may reflect a salary decrease.

41.2.4 Reclassification to Lower Grade

An employee whose position has been involuntarily reclassified to a lower grade level shall suffer no decrease in salary. However, the employee's salary growth will be capped by the range limitation of the lower grade level.

41.2.5 The College and the Professional Administrators' Association have agreed that if the requirements of a position change and the current employee who holds the position is determined to have the appropriate skills and experience to remain in the position despite lacking additional credentials, the employee will be granted the same rights and responsibilities as if possessing all skills, experience and credentials.

41.3 All placement decisions must be approved by the President of the College in writing.

ARTICLE 42. SALARIES

The College and the Association agree to salary increases for 2013-2014 through 2015-2016 as follows:

The maximum of each salary range will be the upper limit for that range and will limit salary increases due to members of the PAA from PGIs and quality step increases (see Article 49 for details) but will not limit increases due to range movement or across the board salary increases.

All employee salaries will be increased as follows:

2013-2014 by \$862 added to the prior year's base.

2014-2015 by 2.50% added to the prior year's base.

2015-2016 by 2.50% plus \$125 added to the prior year's base.

Note: fixed dollar amount is prorated for employees working less than 1.0 FTE

Salary ranges for all grades shall be increased as follows:

2013-2014 by 1.25%

2014-2015 by 2.50%

2015-2016 by 2.50%

**ADMINISTRATIVE SALARY RANGES
9/1/2013 – 8/31/2014**

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	36,753	41,347	45,941	55,129	18,376	50.00%
II	43,226	48,629	54,032	64,838	21,613	50.00%
III	48,973	55,095	61,217	73,460	24,487	50.00%
IV	54,814	61,666	68,518	82,221	27,407	50.00%
V	61,819	69,547	77,274	92,729	30,910	50.00%
VI	68,822	77,425	86,028	103,234	34,411	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/2014 – 8/31/2015**

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	37,672	42,381	47,090	56,508	18,836	50.00%
II	44,306	49,845	55,383	66,459	22,153	50.00%
III	50,198	56,472	62,747	75,297	25,099	50.00%
IV	56,185	63,208	70,231	84,277	28,092	50.00%
V	63,365	71,285	79,206	95,047	31,682	50.00%
VI	70,543	79,361	88,179	105,815	35,272	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/2015 – 8/31/2016**

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	38,614	43,440	48,267	57,920	19,307	50.00%
II	45,414	51,091	56,767	68,121	22,707	50.00%
III	51,453	57,884	64,316	77,179	25,726	50.00%
IV	57,589	64,788	71,987	86,384	28,795	50.00%
V	64,949	73,067	81,186	97,423	32,474	50.00%
VI	72,307	81,345	90,383	108,460	36,153	50.00%

ARTICLE 43. ADMINISTRATIVE STAFF - OVERLOAD INSTRUCTIONAL

For those courses or sections of courses for which additional faculty are sought, the members of the administrative staff shall have preference over adjunct faculty. Guidelines of this process shall be as follows:

- 43.1 The administrative staff member must meet the qualifications for the teaching assignment as determined by the Provost and Vice President or his/her designee.
- 43.2 The overload teaching assignment must not be during the regularly scheduled working hours of the administrative employee. Exceptions to this guideline must be thoroughly justified and have the approval of the employee's supervisor and the President.
- 43.3 The overload teaching assignment must be limited to no more than four credit hours per semester including the summer session.
- 43.4 When administrative staff members teach an overload course they shall be paid according to the College overload rate. The College reserves the right to pay additional compensation under special situations where the College requires the employee's special skills and credentials. Compensation may be based on verified market conditions.
- 43.5 Guidelines for Teaching Overload
 - 43.5.1 Generally, all first-time teaching overload assignments will be at Level 1 rate. However, any administrator who currently has, or has had in the past, academic rank at an institution of higher education will be placed at the appropriate rate corresponding to their rank as follows:
 - Level 1 to equate to Instructor
 - Level 2 to equate to Assistant Professor
 - Level 3 to equate to Associate Professor
 - Level 4 to equate to Professor
 - Level 5 to equate to Professor (8 or more years in rank)
 - 43.5.2 Placement at the Level 2 rate may also be made if one of the following conditions exists:
 - 43.5.2.1 Possession of any unusual or terminal degree in the field (i.e., J.D., M.D., C.P.A., Ph.D., Master's Degree in Nursing, etc.).
 - 43.5.2.2 For those in vocational courses, fifteen or more years of experience in a job which is directly related to the subject matter being taught.
 - 43.5.2.3 High executive office in business or industry if that position relates to the subject matter to be taught.
 - 43.5.3 Placement at Level 3 rate may be made if the individual enjoys status as a nationally recognized consultant or expert in the field to be taught. (This status should be documented as income-producing with the consultant services having been provided

to various agencies, several times annually, over a period of at least two years, and at several locations throughout the country.)

- 43.5.4 After six semesters (10 semesters between Level 4 and 5), of successful employment teaching overload courses an individual is eligible to be moved to the next higher pay rate. "Successful" is defined as "average or better" performance as indicated through evaluations conducted and fulfillment of all responsibilities assigned. Advancement on the scale will be the decision of the Provost in consultation with the Dean of Instruction.
- 43.6 Members of the administrative staff as of August 17, 1989 who have consistently taught credit bearing courses on an overload basis will be grandfathered at Level 4. In the future any other administrative staff members who wish to teach will be compensated based on the above guidelines.
- 43.7 Non-Credit Instructional Activity will be paid as a pro-rata of the appropriate credit hour overload rate based on the number of instructional hours.

ARTICLE 44. ADMINISTRATIVE STAFF - OVERLOAD NON-INSTRUCTIONAL

- 44.1 Non-Instructional Activity not related to an existing job description will be paid at a rate for the activity as determined by the College.
- 44.2.1 When administrative overload work is offered to anyone other than to the individual in whose job description the work appears (to whom the work would be offered first), the supervisor offering the work will describe the work and the required qualifications, in writing, to all administrators represented by the PAA. Administrators will have at least 48 hours in which to request consideration for that work. The College will retain the right to select the most qualified individual from among the administrators who apply and to offer the work to other staff members if no qualified administrators apply.
- 44.2.2
- a. Non-instructional activity related to the individual's existing administrative job description will be compensated at the individual's per diem rate.
 - b. Non-instructional activity related to an existing administrative job description, not the individual's job description, will be compensated at a rate of pay to be determined by the College.
 - c. If administrative work is offered to individuals outside this bargaining unit, the rate of pay will be determined by the College.
- 44.2.3 Members of the PAA have preference on all administrative overloads as defined in Article 7.2 except that the College in consultation with PAA:
- 1. May assign administrative tasks to faculty members who are under-loaded.
 - 2. May assign specific tasks to faculty with unique qualifications and background for that task.

- 44.3 Non-Instructional Activity that is not part of the regular work of an administrative position but which is work normally covered by the Faculty Association contract will be paid as a pro rata of the appropriate daily/hourly rate.
- 44.3.1 Grade I and II will be paid the average of the combined minimum hourly/daily rate for instructors/assistant professors.
- 44.3.2 Grade III and IV will be paid the minimum hourly/daily rate for associate professors.
- 44.3 Grade V and VI will be paid the minimum hourly/daily rate for professors.

Section 44.3 is effective only if a similar rate structure for non-instructional overload is adopted by the Faculty Association. Otherwise, Sections 43.4.2.1 through 43.4.2.4 of the 1991-1995 Agreement will remain in effect.

ARTICLE 45. TERMINATION

Employment of the administrative staff member who has been granted an administrative appointment shall be considered continuing except in the following circumstances:

- 45.1 Voluntary Termination
- 45.1.1 The administrative staff members who resign, retire or fail to return from or fulfill the conditions of a paid or unpaid leave shall be considered to have voluntarily terminated their employment.
- 45.1.2 The administrative staff members shall provide the College with at least 30 calendar days written notice of voluntary termination.
- 45.2 Involuntary Termination
- 45.2.1 Management has the right to terminate for just cause.
- 45.2.2 Notification Related to Involuntary Termination - For an employee on administrative appointment facing involuntary termination based on performance, the College must provide at least six (6) months notification of termination. Compensation in lieu of notification may be given, prorated to employee's salary.

ARTICLE 46. VOLUNTARY SEPARATION INCENTIVE

Eligibility – Employees at least 55 years of age with at least ten (10) years of full-time service (or equivalent) with the College shall be eligible for a voluntary separation incentive. An irrevocable notice of intent to exercise this option must be submitted in writing to the President 12 months in advance of the effective date of the separation.

Payment – A voluntary separation incentive equal to fifty (50) percent of the difference between the employee's salary and the midpoint of the salary range for the employee's grade level, for the year in which the separation takes effect, shall be granted to the employee.

The employee may elect to receive the incentive payment in one (1) to four (4) payment(s) at times designated by the employee over a period not to exceed three (3) calendar years from the date of retirement.

ARTICLE 47. RETRENCHMENT OR REORGANIZATION OF POSITIONS

For reasons that the President and the Board of Trustees deem appropriate, administrative positions may be eliminated due to retrenchment or reorganization. When such action becomes necessary, those positions that are vacant will be affected first whenever possible.

47.1 Reassignment/Layoff

When an administrative position is to be eliminated due to retrenchment or reorganization, the employee who holds that position will be placed in a vacant administrative position for which he or she is qualified as determined by the President in accordance with a current approved job description for the vacant position. Reassignment in these circumstances may be made by the President and will not require a recruitment effort. The President will solicit ideas from the President of the Professional Administrators Association or a designee. The College will also support staff development activities that are mutually agreed to and deemed necessary to help the individual succeed in his/her new assignment.

If no position for which the employee is judged qualified is vacant, layoff shall occur. The College will assist the person being laid off by providing job search services such as resume preparation, typing services, counseling, and time for interviews.

47.2 Notification Related to Retrenchment or Reorganization of Positions

For an employee on administrative appointment facing elimination of his/her position due to retrenchment or reorganization, the College must provide written notification at least 10 months prior to the elimination of the position. At the College's option, compensation in lieu of working the full 10 months may be given, prorated to the employee's salary.

47.3 Notification Related to Probationary Appointments

The College must notify probationary employees by June 1 of their first year and March 1 of their subsequent probationary years if the College will not be offering a contract in the following year that begins on Sept. 1.

47.4 Reinstatement

If an administrative position is reinstated within a two-year period, the individual who previously held that position shall be reinstated in that position, with previous seniority credited upon reemployment.

ARTICLE 48. PROFESSIONAL GROWTH INCENTIVE

48.1 It is understood that the College and the Professional Administrators Association agree that one's professional growth is necessary in assisting people to meet the changing needs of society and, more importantly, the needs of our students.

- 48.2 To support and encourage investment in one’s professional growth, the following compensation schedule is established. It is assumed that prior to the following becoming effective that each person meets the minimum academic requirements for the position for which they have been hired.
- 48.2.1 For each nine (9) credits earned an additional \$500 will be added to the individual’s base salary. This amount will be added to the base salary at the beginning of the subsequent year.
- 48.2.2 Any employee who receives an additional approved degree other than the minimum academic degree required at hire, shall receive \$500 added to the base of their salary upon successful completion of that degree. This amount will be added at the beginning of the contract year.
- These credits referenced above may be earned in graduate or undergraduate level coursework related to the individual’s work or degree program.
- 48.2.3 For attendance at non-credit workshops offered by colleges/university, or other organizations related to the individual’s work, the following payment will be made upon completion. Workshops paid for by the College are not eligible for this stipend.
- a. \$150 stipend will be awarded for every 15 workshop hours completed.
- b. Up to a maximum of \$450 per contract year.
- 48.3 To ensure credit for professional growth activities as well as degree completion credit, prior approval is recommended, but not required. Forms PG1 and PG2 should be submitted to request the above referenced incentives for professional growth. The Vice President/Deans have sole discretion to approve activities for professional growth credit.

Note: See Article 42 for any restrictions on salary increases for PGIs.

ARTICLE 49. EVALUATION

For the purposes of this article the following definitions apply:

Strengths – those developed talents and skills that are most naturally energizing to the individual.

Strengths-based – a philosophy that suggests that focusing on and utilizing strengths is far more effective than focusing on weaknesses; that by consciously developing strengths, we can achieve our potential and manage our areas of weakness.

StrengthsQuest is NOT synonymous with strengths. StrengthsQuest is one tool for identifying and developing strengths and for establishing a common language. It is NOT a requirement of this evaluation process.

49.1 The College and the Association are committed to an evaluation system for administrators that assists in developing the highest quality of performance among professional administrators in an environment of support and mutual respect. This purpose is achieved by:

49.1.1 Establishing clarity of expectations

49.1.2 Strengths-based assessment of the performance of each administrative staff member.

49.1.3 Discussion of goals, objectives, accomplishments and development plans.

49.1.4 Encouraging self-reflection and dialogue.

49.1.5 Reevaluation of job functions and/or employment status when appropriate.

49.2 Performance Dialogue

49.2.1 The College and the Association agree that frequent conversation and feedback on professional performance is important to professional development and working relationships.

49.2.2 The Performance Dialogue is the annual process used to assess performance, establish goals, and encourage professional development.

49.2.3 Key Elements of the Performance Dialogue (see Appendix A)

49.2.3.1 Strengths-based assessment of performance.

49.2.3.2 Self-reflection.

49.2.3.3 Priorities for the coming year.

49.2.3 Procedures for the Performance Dialogue

49.2.3.1 The Performance Dialogue will be completed annually by all employees and supervisors.

49.2.3.2 Employee writes a draft of his/her guided self-reflection using the Performance Dialogue tool in appendix A.

49.2.3.3 Supervisor reviews and responds to employee's draft self-reflection by adding comments and reflections to the Performance Dialogue document.

49.2.3.4 Employee and supervisor meet to have the Performance Dialogue discussion.

- 49.2.3.5 Revisions to the Performance Dialogue document may be made after the discussion by either party.
- 49.2.3.6 Both the employee and supervisor will sign off on the final Performance Dialogue document.
- 49.2.3.7 Supervisor will make a copy of the evaluation package (as defined in section 49.4) for the employee.
- 49.2.3.8 The evaluation package will be sent to the Department of Human Resources and/or the next level supervisor if required.
- 49.2.4 Procedure for the Colleague Evaluation (see Appendix B)
 - 49.2.4.1 A Colleague evaluation will be completed annually for all employees until receipt of Administrative Appointment.
 - 49.2.4.2 After Administrative Appointment, colleague evaluations will be completed every third year or more frequently by mutual consent.
 - 49.2.4.3 The dissemination of questionnaires as part of the colleague evaluation process shall occur in the following manner.
 - a. For PAA members who supervise other employees of the College, colleague evaluations will be sent to all of those supervised. In addition, all employees being evaluated will identify a list of 8-12 colleagues. By mutual agreement between the supervisor and employee this number may be modified. The supervisor and the employee will discuss this list and will reach agreement as to the names of individuals to be included on this list. If they cannot mutually agree, the employee and supervisor will each select 4-6 names.
 - b. The dissemination of evaluation questionnaires will be spread from April 1 to May 15 so as to provide ample time for the thoughtful completion of such questionnaires by those responding.
 - c. Signed responses to the evaluation questionnaires will be compiled and distributed to both the employee and the supervisor before the completion of the Performance Dialogue.

49.3 Performance reviews Before Administrative Appointment

- 49.3.1 The purpose of the performance review conversation will be to provide employees and supervisors with a review of performance, development plans and provide an opportunity to review improvement suggestions.

49.3.1.1 For individuals in their first year of service, a performance review conversation with the supervisor will occur every three months.

The supervisor will send a memorandum to the Human Resources Department stating that a review has taken place on a specified date. A copy of this memorandum will also be sent to the individual.

49.3.1.2 For employees in their second or subsequent year of employment, a mid-year tracking performance review conversation will take place if requested by either the supervisor or the employee.

49.3.2 The College and the Association encourage frequent and ongoing conversation. In the event that the supervisor is concerned with any aspect of an employee's performance that is not adequately resolved through the review dialogue process, the supervisor shall inform the employee in writing of the concern, and will outline suggestions and expectations for solving the problem.

49.4 Evaluation Package

49.4.1 The evaluation package will contain:

1. Performance Dialogue document (see section 49.2.3)
2. Colleague Evaluations, as appropriate (see section 49.2.4)
3. Other documents deemed pertinent, e.g. on-going reviews

49.4.2 The following time-line shall serve as a guideline for the evaluation process:

March	Colleague evaluation recipients identified
April 1	Colleague evaluations distributed
May 15	Colleague evaluations completed and sent to the Department of Human Resources to be compiled
June 1	Colleague evaluations sent to employee and supervisor
June 30	Employee writes performance dialogue draft
July 1 – August 15	Supervisor responds to performance dialogue draft and meets with the employee by August 15 th
August 15 – August 31	Evaluation package sent to the Department of Human Resources or to the next level supervisor, as appropriate

49.5 The College and the Association agree that training is necessary for this process to be successful. We therefore, agree to hold training sessions for all supervisors before implementing this process and on-going at least annually, training available for all PAA and supervisors.

49.6 The PAA Evaluation sub-committee will meet on an annual basis to review this evaluation process.

ARTICLE 50. QUALITY STEP INCREASE SYSTEM

Two Quality Step increases (Quality Step 1 and 2), each equal to 2% of midpoint of range in year in which award is paid, will be available after an individual has attained administrative appointment. The College will develop criteria for Quality Step increases in consultation with the PAA. Individuals will apply for Quality Step increases in the spring of each year based on procedures to be developed by the College.

Quality Step 1 – Individuals are eligible to apply who have at least three (3) years of service since receiving Administrative Appointment.

Quality Step 2 – Individuals are eligible to apply who have at least four (4) years of service since receiving Quality Step 1.

Quality Step 3 – Individuals are eligible to apply who have at least five (5) years of service since receiving Quality Step 2. Awards become effective upon selection by the President. Each contract year, three (3) awards may be granted and \$1000 will be given to the employee at the beginning of the year the award is paid. The recipient will be eligible to receive the award once every five (5) years.

For Quality Steps 1 and 2 individuals at salary maximum - The full monetary value of the Quality Step will be given as an award and will not be added to base. If they are close to the salary max, they would get the dollar amount added to base that takes them up to the max and the remaining dollars would be given as an award.

NOTE: Prior to September 2, 2008, Administrative Appointment was known as Quality Step 1; Quality Step 1 was known as Quality Step 2; and Quality Step 2 was known as Quality Step 3.

ARTICLE 51. EMPLOYMENT SECURITY

It is the intent of the College to provide stable and secure employment for those administrative employees whose performance and conduct meet the expectations of the College as set forth in respective job descriptions and annual performance appraisals.

Administrative staff on probationary appointment will be evaluated for administrative appointment. Their appointment may not be renewed for inadequate performance or other such reasons. In the first year of probation the notice of nonrenewal shall be given at least three (3) months prior to the end of the appointment year and in subsequent years, at least four (4) months prior to the end of the appointment year.

Note: Consistent with Article 52, the first probationary year will be extended, for those who start work after March 1, to August 31 of their second appointment year.

Employment of an administrative staff member on a temporary appointment shall be for a specific term. Temporary appointments funded by external sources will be subject to terms and conditions of the funding agency and where possible, shall continue through the funding period.

ARTICLE 52. APPOINTMENT

All appointments to the administrative staff shall be made by the Board of Trustees upon recommendation of the President. There shall be three types of appointments available for members of the administrative staff which are described as follows:

52.1 Temporary Appointment

The circumstances for which temporary appointments are made include the following:

- 52.1.1 A temporary appointment may be made to a permanent position which is encumbered by another employee who may be on leave or for other reasons. Additionally, a temporary appointment may be made to a temporary position. Temporary appointment will be for one (1) year or less and may be extended with the approval of the President.
- 52.1.2 Grant positions funded by sources outside the direct control of the institution (i.e. State, Federal or Foundation grants, etc.) will also be considered as temporary appointments. These appointments will be for a one (1) year period and may be extended if the funding source continues. Individuals serving in grant positions accrue years of credit towards fulfillment of the requirements of the probationary period described in 52.2 below and will be eligible for administrative appointment. However, persons employed through external funding sources will not be automatically employed in the same position after the termination of such funding.

52.2 Probationary Appointment

All persons appointed to fill a vacancy or a newly created administrative staff position shall be given a probationary appointment. The probationary period for all individuals appointed on or after Sept 1, 1995 shall be a minimum of three years and may be extended to a maximum of five years, served in three to five consecutive one-year terms.

Staff who begin work on or after September 1 and prior to March 1 of any fiscal year will be considered to have credit for their first year of probationary appointment. Staff who begin work on or after March 1 will have a first year of probation that ends on August 31 of the following fiscal year.

Persons who have served the College in a temporary appointment may have the number of years served in a temporary appointment count toward their probationary period in their new appointment to a regular position.

52.3 Administrative Appointment

Members of the administrative staff who have successfully completed the period of probation will be granted an administrative appointment to the College. Upon receiving administrative appointment the employee will receive an increase on base salary of \$600 in the next year's contract. Administrative appointments continue from year to year, assuming satisfactory service by the employee and continuation of the position.

52.4 Salary Periods and Appointment Year

52.4.1 Salaries of members of the administrative staff will be paid biweekly beginning September 1 each year and ending August 31 of the following year unless terms and conditions of their appointment provide otherwise. Annual salary agreements will be provided prior to September 1 each year.

52.4.2 Appointment Year

The normal appointment year for administrative positions is twelve months; the employment year beginning September 1 of each year. An appointment for less than twelve months shall be prorated for salary, vacation and other benefits based on employee's annual salary.

ARTICLE 53. INTERNET REIMBURSEMENT

55.1 Members who are directed by their supervisor to conduct work at home through a personal internet service provider will be compensated up to \$40 per month for the service.

ARTICLE 54: FITNESS CENTER

Bargaining unit member 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 55: NYSUT MEMBER BENEFITS

The College shall deduct, from the wages of each employee requesting such deduction, an amount determined by NYSUT Member Benefits Trust as the regular dues for NYSUT Member Benefits Trust endorsed programs*. Such deductions of dues shall be based upon data supplied by NYSUT Member Benefits Trust. These deductions shall be made from the employee's paycheck on a bi-weekly basis, for twenty-two (22) pay periods, and forwarded by the College to NYSUT Member Benefits, 800 Troy-Schenectady Road, Latham, NY 12110-2455.

*Including but not limited to: Catastrophic major medical, long-term care, term life, disability, legal service plan, automobile, WrapPlan term life, accidental death and dismemberment, homeowners/renters/ condo, boat owners, personal excess liability, personal property, vision, dental, and retiree dental.

ARTICLE 56. LABOR/MANAGEMENT COMMITTEE

The purpose of the Labor/Management Committee shall be to provide a forum for communication and to resolve matters of mutual concern.

56. 1 The Labor/Management Committee shall be comprised of a minimum of three representatives from the Association and a minimum of three representatives of the College to include the President or designee. Upon agreement between the Association and the College, additional

representatives may be invited to the meetings when their attendance would be beneficial to the topic of discussion.

- 56.2 The first Labor/Management Committee meeting will be held within thirty days after the implementation of the contract and will meet quarterly thereafter at mutually agreed upon times. The committee may meet more frequently or less frequently upon mutual agreement.
- 56.3 A written agenda shall be exchanged by the parties no less than three days before the scheduled date of a meeting. At the time of the meeting, additional matters for discussion may be placed on the agenda by mutual agreement.
- 56.4 Matters resolved pursuant to this article may be placed in writing in the form of a memoranda or correspondence between the parties. The results of the meeting shall not be subject to the provisions of the grievance and arbitration procedures in this contract.

ARTICLE 57. CONTRACT DISTRIBUTION

The College will provide a copy of the Collective Bargaining Agreement to each bargaining unit member now or hereafter employed.

CONTINUATION ITEMS:

Article 17.3, regarding the conversion of sick leave to pay for retiree health insurance, Article 40 Salary placement – for staff with new responsibilities but reclassification did not result in a grade change, have been referred to the Labor/Management Committee for further analysis and review.

For the Association: _____ **Date:** _____

For the College: _____ **Date:** _____

Appendix A PAA Performance Dialogue

The Performance Dialogue is the annual process used to assess performance, establish goals, and encourage professional development and should be part of an ongoing dialogue between you and your supervisor. Refer to Article 49 for definitions.

Answer the following questions to provide a basis to:

- Establish and clarify expectations
- Have a strengths-based assessment of performance
- Initiate discussion and agreement on accomplishments, objectives, goals and development plans
- Reevaluate job functions and/or employment status when appropriate
- Encourage self-reflection and dialogue

The Year in Review

1. Highlight your accomplishments, including 3-5 things you have done especially well on your job during the past year.
 - a. How have your strengths contributed to the above accomplishments?
2. What have you liked most about your job and working here this year?
3. What have you liked least this year?
4. What specifically do you do that helps you in your interactions with others? What behaviors get in your way in your interactions with others? Have there been changes over the past year?
5. What has gone well and what needs improvement in your relationship with your supervisor? How would you like to be recognized, appreciated, supported, motivated?
6. Did you use any objective performance measures this year to assess your performance? If so, what were the results?
7. Were there goals and projects that you planned but didn't accomplish this year? What were the roadblocks? Is it still a priority for the coming year?

Planning for the Year Ahead

8. What goals and/or projects are most important for your work in the coming year? How will you know you have been successful?
9. What do you need to help you accomplish these goals and/or projects? What challenges might get in your way? What can your supervisor do to help you be as successful as possible?
10. What areas of personal or professional growth will increase your job satisfaction and success? Which of these would you like to work on in the coming year?

For those who have not yet been granted continuing administrative appointment:

11. Do you think you are on track for continuing appointment? Why or why not?

Appendix B

PAA Evaluation by Colleagues other than supervisor

Useful/accurate feedback can contribute to supervisor/employee conversations that result in professional growth and satisfaction. Please respond to the following four questions:

1. With what frequency do you interact with this employee?
 - a. Rarely
 - b. Occasionally
 - c. Often
 - d. Daily
2. What have you seen this employee do well?
3. Do you have suggestions for ways in which he/she might be more effective? Please be as specific as possible.
4. Would you like to speak to the employee and/or the supervisor to offer more information?

*Consider, but don't be limited by, the following areas:

Job functions, organization, decision-making, resource management, leadership, communication, interpersonal relationships.

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