

# AGREEMENT

by and between the

**TOMPKINS CORTLAND  
COMMUNITY COLLEGE**

and the

**CSEA, Inc., Local 1000  
AFSCME, AFL-CIO**



**TC3 UNIT 8908  
TOMPKINS COUNTY LOCAL 855**

**September 1, 2024 - August 31, 2027**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.	PREAMBLE -----	1
2.	MANDATORY LEGISLATIVE CLAUSE (Section 204(A) of the Taylor Law) -----	1
3.	INTRODUCTION NOMENCLATURE -----	1
4.	LENGTH OF AGREEMENT -----	1
5.	EQUAL OPPORTUNITY DECLARATION -----	1
6.	SAVINGS CLAUSE Conflict with State & Federal Law -----	1
7.	RECOGNITION CLAUSE -----	2
	7.1 Exceptions -----	2
	7.2 Creation of New Titles -----	2
	7.3 New Position Labor Grade -----	2
8.	DUES DEDUCTION -----	2
	8.1 Dues, Union Sponsored Insurance and Benefit Programs Deductions -----	2
	8.2 Indemnification -----	2
9.	MANAGEMENT RIGHTS -----	2
10.	CIVIL SERVICE EMPLOYEES ASSOCIATION RIGHTS -----	3
	10.1 Participation in Employee Organizations -----	3
	10.2 Representation -----	3
	10.3 Unit Employees Information Quarterly Reports -----	3
	10.4 New Employees Monthly Report -----	3
	10.5 Listing of Terminations -----	3
11.	RECIPROCAL RIGHTS -----	3
	11.1 CSEA and Human Resources Administrator Bi-weekly Meeting -----	3
	11.2 Bulletin Boards -----	3
	11.3 Unit Individuals Identified and How to Conduct Unit Business -----	3
	11.3.1 Employees Excluded -----	4
	11.3.2 Notification of Abuse -----	4
	11.3.3 Recording of Union Time -----	4
	11.4 Union Business -----	4
12.	NO STRIKE PROVISIONS -----	4

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
13.	DEFINITIONS-----	4
13.1	Employee-----	4
13.2	Full time/Part time-----	4
13.3	Seniority-----	4
13.4	Temporary Employees-----	5
14.	WORKDAY/WORKWEEK-----	5
14.1	Normal Workweek-----	5
14.2	Four Day Workweek-----	5
14.3	Flextime-----	6
14.4	Shift Premium-----	6
14.5	Notice of Shift Change-----	6
14.6	Temporary Assignment-----	6
15.	CONTRACTING OUT-----	7
15.1	Determination-----	7
15.2	Use of Outside Contractor-----	7
15.3	Waiver of Work-----	7
16.	SICK LEAVE-----	7
16.1	Accumulation & Use-----	7
16.2	Report of Absence/Tardiness-----	7
16.3	Five Days Absence Medical Professional’s Statement-----	7
16.4	Resignation/Medical Professional’s Statement-----	7
16.5	Two Week Absence Medical Professional’s Statement-----	7
16.6	Time Card-----	8
16.7	Medical Professional Definition-----	8
17.	SICK LEAVE BANK-----	8
17.1	Intent-----	8
17.2	Sources-----	8
17.3	Eligibility-----	8
17.4	Exhaust Accrued Sick Leave-----	8
17.5	Committee Approval-----	8
17.6	Guidelines-----	9
17.7	Failure to Return to Work-----	10
18.	FAMILY MEDICAL LEAVE-----	10
18.1	Notice-----	10
18.2	Medical Certification-----	10
18.3	Health Insurance Coverage-----	11
18.4	Return from Leave-----	11
18.5	Employee Rights and Responsibilities-----	11

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
19.	WORKERS' COMPENSATION -----	11
19.1	Options: -----	11
	(a) Leave of Absence -----	11
	(b) Sick Pay/Sick Bank -----	11
19.2	Reimbursement -----	11
20.	VACATION -----	12
20.1	Earned -----	12
20.2	Accumulation Maximum -----	12
20.3	Unused at Termination -----	12
20.4	Approval -----	12
20.5	Holiday -----	12
20.6	Sick/Injured While on Vacation -----	12
20.7	Part time -----	12
20.8	Conversion to Health Care Premium -----	13
20.9	Cash-In -----	13
21.	PERSONAL LEAVE -----	13
21.1	Credited Including at Termination -----	13
21.2	Notice of Intent -----	13
21.3	Hired After February 28 -----	13
21.4	Part time Employees -----	13
21.5	Unused Leave, Including at Termination -----	13
21.6	Approval -----	13
22.	HOLIDAYS -----	14
22.1	Paid Holidays -----	14
22.2	Floating Holidays -----	14
22.3	Senior Employee Rights -----	14
22.4	Posting -----	14
22.5	Compensatory Time -----	14
22.6	Work Required During Holidays -----	14
22.7	Compensation For Holiday Worked -----	15
22.8	Compensation For Premium Holidays -----	15
22.9	Holiday Shifts -----	15
23.	FAMILY LEAVE -----	15
23.1	Allocation of Days -----	15
23.2	Reporting of Absence -----	15
23.3	Time Card -----	15
23.4	Unused Leave -----	15
23.5	Bereavement -----	15

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
24.	EMERGENCY CLOSINGS -----	15
24.1	Salary Status -----	15
24.2	Work When College is Closed -----	15
24.3	Leave Work Before Closing -----	16
24.4	Not Reporting for Work When College Later Closed -----	16
24.5	Required to Work During Closing -----	16
24.6	Officially Closed Highways -----	16
25.	JURY DUTY -----	16
25.1	No Loss of Pay -----	16
25.2	Notification -----	16
25.3	Normal Working Hours -----	16
26.	REST PERIODS -----	16
27.	RETIREMENT -----	17
27.1	New Career Plan, Section 75 i -----	17
27.1.1	Pension 1/50 -----	17
27.2	Employees Hired After July 27, 1976 -----	17
27.3	Death Benefit -----	17
28.	SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM -----	17
28.1	SUNY Tax Deferred Annuity Program -----	17
28.2	New York State Deferred Compensation Plan -----	17
29.	RETIREMENT INCENTIVE -----	18
29.1	Eligibility -----	18
29.2	Health Reimbursement Account -----	18
29.3	Tuition Waiver -----	18
29.4	Vacation, Comp Time, and Longevity Payout -----	18
29.5	Call Back Work -----	18
29.6	Retirement Consultation -----	18
29.7	Retiree Family Tuition Waiver -----	18
30.	HEALTH CARE -----	18
30.1	Central New York Region wide Plan, Option II -----	18
30.1.1	Employees -----	18
30.1.2	New Hires -----	18
30.1.3	Employees on 1/1/2027 -----	19
30.2	Health Insurance Contribution -----	19
30.2.1	Trained Representatives -----	19
30.3	Retirement Status -----	19
30.3.1	Health Reimbursement Account with Health Insurance -----	20
30.3.2	Health Reimbursement Account without Health Insurance -----	20

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
30.4	Medicare -----	20
30.5	County Option for Health Insurance Provision -----	20
30.6	Payment if Not Enrolled -----	20
30.7	Employee Wellness -----	20
30.8	Cost Containment Ideas - Labor Management Committee -----	20
30.9	TC3 HealthCare Supplemental Cap Reimbursement Plan -----	20
31.	PRESCRIPTION REIMBURSEMENT -----	21
32.	DENTAL AND VISION INSURANCE -----	22
32.1	Eligibility and Payment -----	22
32.2	Comparable Plan -----	22
33.	EDUCATION BENEFIT -----	22
33.1	Reaffirmation of Commitment -----	22
33.2	Qualifications and Procedure Related to Tuition Waiver Application -----	22
33.3	Class Size Limitation -----	22
33.4	Eligibility -----	22
33.5	Limitation of Class Hours -----	22
33.6	Use of Personal/Vacation Leave Time -----	22
33.7	Professional Development -----	22
34.	GRIEVANCE PROCEDURE -----	23
34.1	Definitions -----	23
34.1.1	Employee -----	23
34.1.2	Grievance -----	23
34.1.3	Supervisor -----	24
34.1.4	Days -----	24
34.1.5	Appointing Authority -----	24
34.1.6	Union -----	24
34.2	Declaration of Basic Principle -----	24
34.2.1	Resolve Grievance -----	24
34.2.2	Right to Present a Grievance -----	24
34.2.3	Grievance Statement -----	24
34.2.4	Mutual Agreement Settlement -----	25
34.3	Grievance Procedure -----	25
34.3.1	Step 1 Discussion With Supervisor -----	25
34.3.2	Step 2 Written Appeal to Department Head -----	25
34.3.3	Step 3 Grievance Forwarded to Department of Human Resources -----	25
34.3.4	Meeting With Aggrieved Party -----	25
34.3.5	Step 4 Arbitration Stage -----	25
34.3.6	Arbitrator's Role -----	25
34.3.7	Arbitration Expenses -----	26

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
35.	DISCIPLINE PROCEDURE-----	26
35.1	Disciplinary Handling-----	26
35.2	Waiver Qualifications -----	26
35.3	Employee Status After Two Years-----	26
35.4	Discipline Penalties -----	26
35.4.1	Written Counseling Statements-----	26
35.5	Suspension -----	26
35.6	Written Agreement-----	26
35.6.1	Step 1 Written Notice -----	26
35.6.2	Step 2 Hearing -----	26
35.6.3	Step 3 Appeal -----	27
36.	PERMANENT EMPLOYEE RIGHTS -----	27
37.	LAY OFF PROCEDURE-----	27
37.1	Competitive Class -----	27
37.2	Non Competitive and Labor Classes-----	27
37.2.1	Position Eliminated From Budget-----	27
37.2.2	Job Classification Status -----	27
37.2.3	Seniority Status -----	27
37.2.4	Veteran’s Status -----	27
37.2.5	Recall Roster-----	28
37.2.5.1	Leave Balances -----	28
37.2.5.2	Reinstated Seniority-----	28
37.3	Availability of Copies of the Law-----	28
37.4	Lay-off-----	28
38.	PROMOTION -----	29
38.1	Definition-----	29
38.2	Posting of Information -----	29
38.3	Priority of Consideration -----	29
38.4	Competitive Class Seniority for Promotion Examination-----	29
39.	JOINT HEALTH AND SAFETY COMMITTEE-----	29
40.	SMOKING-----	29
41.	PARKING -----	30
41.1	College Right - Designated Parking-----	30
41.2	Parking Lot Designations -----	30
41.3	Parking Regulations -----	30
41.4	Change in Parking Assignments -----	30
42.	PRINTING OF CONTRACT-----	30

**TABLE OF CONTENTS**

<b>ARTICLE</b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
43.	SALARIES -----	30
43.1	See Salary Schedule A-----	30
43.2	Longevity Payment-----	30
43.3	New Hires -----	30
43.4	Overtime Compensation/Compensatory Time/ Distribution of Overtime and Extra Time-----	31
43.5	Called Back to Work -----	31
43.6	Computation of Overtime -----	32
43.7	Rehired Employees--Same Department-----	32
43.8	Rehired Employees--Different Department-----	32
43.9	Emergency Return to Work-----	32
43.10	Cell Phone Service-----	32
43.11	Certified Pool Operators -----	32
44.	EMPLOYEE ASSISTANCE PROGRAM (EAP)-----	32
45.	TRAVEL -----	33
46.	FIRST RESPONDER -----	33
47.	SPECIAL LEAVE -----	34
48.	CAMPUS PEACE OFFICERS -----	34
48.1	Physical and Sensory Requirements-----	34
48.2	Physical Fitness Test -----	34
48.3	Work Day/Workweek -----	35
48.4	Shift Premium for Campus Peace Officers-----	35
48.5	Field Training Officer -----	35
48.6	Overtime/Call-In -----	35
48.7	Court Appearance -----	36
48.8	Heightened Risk Injury-----	36
48.9	Uniforms-----	36
48.10	Service Commitment-----	37
49.	PROBATIONARY PERIOD-----	37
50.	FITNESS CENTER-----	38
51.	ATTENDANCE -----	38
52.	PERFORMANCE EVALUATIONS-----	38
	SCHEDULE A - Salary Schedule -----	39
	EXHIBIT A – Classified Staff Titles Approved by Civil Service-----	42
	SIGNATURE PAGE -----	43



**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 THEREFOR, 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, shall hereinafter be referred to as the Union.

**ARTICLE 4. LENGTH OF AGREEMENT**

This Agreement is to become effective September 1, 2024, for the three-year Agreement period to end August 31, 2027.

**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 or religion, national origin, sex, age, marital status, disability, sexual orientation, gender identity or expression, citizenship status, military status, including Vietnam era or special disabled veteran status, HIV/AIDS status, familial status, pregnancy, predisposing genetic characteristic, domestic violence victim 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 Finance and Operations.)
- 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 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, 143 Washington Ave, Albany, NY 12210.
- 8.2 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 inform the Unit President or their designee once an employee is hired, the name, work location and the date of hire of the new unit employee(s). The Employer shall permit the Unit President, or their designee, a reasonable amount of time to meet with new employees during their work day to discuss membership in the Union.
- 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 Meetings will occur between the CSEA President and the Vice President of Human Resources and/or designee(s) every three (3) weeks. Standard agenda items will include personnel changes, perceived grievances/problems, rumors, and any other matters. Additional ad-hoc meetings can occur if/when there is need to do so. Requests to meet shall not be unreasonably denied.
- 11.2 The College will designate bulletin boards for Union use.
- 11.3 Three Union people, as listed\*, 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 Steward, in addition to the 2.0 hours, may have sufficient time to investigate and present alleged grievances with prior supervisory approval.

(The names of three (3) people will be submitted to the College Human Resources Department by the Union Unit President or the Union Steward. Only these individuals, named, will be involved in the investigation and presentation of alleged grievances).

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 Union President or designee is allowed fourteen (14) days or 105 hours per year to conduct Union business with prior supervisory approval.

\*In the event any of the three individuals are not available to serve in this capacity, the Union President or the Union Steward shall designate, to Human Resources, 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 workweek in their department shall be full time. Those working less than the full workweek shall be part time. (See Workweek 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.

When more than one employee has been appointed to the same classified title on the same date, the College and the CSEA agree to use the application date on file with the Tompkins County Personnel Department for the classified title in question to break a tie. The application date closest to the announcement for the position opening will be used to establish this list when multiple applications are on file for the same classified title. The application date will follow date order, with the most current date being the least senior.

Employee applications for classified titles will be retained in each employee's personnel file within the Department of Human Resources.

\*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, they 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. WORKDAY/WORKWEEK**

- 14.1 The Grounds Crew may be required to work Tuesday through Saturday.
- a. For full-time staff, the workday shall consist of an 8 hour workday including a duty free 30 minute unpaid lunch except for employees working at the Cortland Extension Center and the Ithaca Extension Center.
  - b. By mutual agreement, a longer duty free unpaid lunch period may be requested and approved extending the workday to accommodate such request.

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

The workweek for employees hired prior to January 1, 1994, except for employees in the Grounds Crew and Campus Police, may not be changed from the normal Monday through Friday workweek unless the employee voluntarily changes their workweek, 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 workweek.

- 14.2 Four-Day Workweek: The College shall have the right to schedule a four-day workweek under the following conditions:

- a) The total number of hours will remain the same as Section 1 above.
  - b) The workweek schedule shall consist of four consecutive days, Monday through Friday, for all departments except the Grounds Crew (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 employees.
  - d) The College shall consult with the President of the Union prior to commencing a four day workweek.
  - e) Benefits will not be diminished as a result of four-day workweek.
- 14.3 Flextime: An employee may request or be requested to change an established work schedule to pursue a flextime schedule, within the limits of Section 14.1 above. If the department head and employee mutually agree to a flextime 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 flextime 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. Premium payment shall be paid for vacation during the time employees are receiving shift premium.
- 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 licensed medical professionals.
- 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 their resignation (except for notifications related to Article 29).
- 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 their 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 All temporary employees hired for fewer than 121 calendar days shall not accumulate sick leave. If an employee originally hired for fewer than 121 calendar days is continued for longer than 121 calendar days, they will accrue sick leave 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 to accrue sick leave as of the date of the new appointment.

## **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 October 1 and one on April 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. Effective September 1, 2013 all new employees and employees who have never contributed to the sick bank shall contribute a minimum of two (2) days to the bank, one in October and one in April.
  - b) One hundred percent of the sick leave left by employees who terminate will accrue to the bank. When an employee reaches their maximum sick leave accrual (180 days), their sick time will accrue to the sick bank instead of being lost.
  - c) Retiring employees who do not apply unused sick leave to a health reimbursement arrangement (see Article 30.3) 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 any time 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.

- h) The sick bank is not intended to be used to supplement salary when the member is working less than full time.
- i) An employee may utilize the bank only once in a twelve month (12) period since the last date of benefit received for the same injury or illness.
- j) When an employee presents a situation that may require a special consideration for use of the sick leave bank, the Union President and a representative designated by the College will meet to review the request. A mutually agreed upon decision must be made to respond to such special consideration/circumstance. When such consideration/circumstance occurs, it will be reviewed on an individual basis and such decision shall not be precedent setting.

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 they request 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. 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. the care 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

18.1 The employee must provide notice of their intent to take family and medical leave not less than 30 days before the leave is to begin or as soon as is practicable.

18.2 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, or circumstances supporting the need for military family leave.

- 18.3 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.
- 18.4 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.
- 18.5 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 19. WORKERS' COMPENSATION**

- 19.1 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 their share directly to the College.
- b) Employee would collect their 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.

- 19.2 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 20. VACATION**

20.1 Employees, except 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.

<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

20.2 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, except that the employee will receive one (1) unused vacation day per year when 31 days have been accumulated. 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.

20.3 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.

20.4 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.

20.5 If a scheduled holiday(s) falls within the employee's vacation period, no vacation leave shall be deducted for that day(s).

20.6 Employees who are taken sick or injured while on vacation may charge such time to sick leave as appropriate, as per Article 16.

20.7 Part-time employees shall receive vacation leave on a prorated basis.

20.8 Conversion to Health Care Premium:

Employees may convert previously earned vacation days to monies to be used toward payment of their health care premium. Up to 10 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.

- 20.9 Employees may receive compensation for three (3) previously earned vacation days. Employees will declare in writing, the intent to make this conversion during either the month of September or May. A minimum of ten (10) days of accrued vacation must be available at the time of declaration. The Value will be calculated at the current hourly rate at the time of conversion.

**ARTICLE 21. PERSONAL LEAVE**

- 21.1 All employees except temporary appointed for less than 121 calendar days, shall be credited with four personal days on September 1. 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 (except for notifications related to Article 29).
- 21.2 No more than one personal leave day may be taken in December unless approved by the department head.
- 21.3 Employees hired after February 28 each year shall receive one half the personal day allotment for that year.
- 21.4 Part time employees shall receive personal leave on a prorated basis.
- 21.5 Unused personal leave shall be added to the individual's vacation leave on August 31 of each year.
- 21.6 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 22: HOLIDAYS**

<u>Holidays</u>	<u>2024-2025</u>	<u>2025-2026</u>	<u>2026-2027</u>
Labor Day	Sept. 2, 2024	Sept. 1, 2025	Sept. 7, 2026
Thanksgiving	Nov. 28, 2024	Nov. 27, 2025	Nov. 26, 2026
Friday after Thksg.	Nov. 29, 2024	Nov. 28, 2025	Nov. 27, 2026
Winter Holiday	Dec. 25, 2024	Dec. 25, 2024	Dec. 25, 2024
Winter Holiday	Dec. 26, 2024	Dec. 26, 2025	Dec. 28, 2026
Winter Holiday	Dec. 27, 2024	Dec. 29, 2025	Dec. 29, 2026
Winter Holiday	Dec. 30, 2024	Dec. 30, 2025	Dec. 30, 2026
Winter Holiday	Dec. 31, 2024	Dec. 31, 2025	Dec. 31, 2026
Winter Holiday	XXXXXXXX	Jan. 1, 2026	XXXXXXXX
New Year's Day	Jan. 1, 2025	Jan. 2, 2026	Jan. 1, 2027
M.L. King Day	Jan. 20, 2025	Jan. 19, 2026	Jan. 18, 2027
Spring Day*			
Memorial Day	May 26, 2025	May 25, 2026	May 31, 2027
Juneteenth	June 19, 2025	June 19, 2026	June 18, 2027
Independence Day	July 3, 2025	July 3, 2026	July 2, 2027
	July 4, 2025	XXXXXXXX	July 5, 2027

\*Friday prior to the end of spring recess

- 22.1 An employee shall receive paid holidays as set forth above. A part time employee shall receive holiday pay prorated according to a fraction calculated by dividing their days and hours worked in the last full pay period by the scheduled hours for a full time employee in their department.
- 22.2 Twelve month employees, only, will be allowed two floating holidays each year (2 every September 1). 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.
- 22.3 The most senior employee in any department, who is scheduled to work on a holiday, will be given first consideration for time off on the holiday.
- 22.4 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.
- 22.5 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 workweek will not gain any additional holiday time.
- 22.6 No employee shall be required to work more than one (1) of the scheduled holidays

per year, except for personnel in Campus Police who shall not be required to work more than eight (8) scheduled holidays per year.

- 22.7 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.
- 22.8 Employees who work on a scheduled holiday shall receive time and one half for all hours worked plus holiday pay (2.5x hourly rate of pay) on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- 22.9 The holiday shall be observed on the shift that includes more than half of the shift hours. (Example: Shifts that begin at 11 p.m. on the day prior to the holiday would begin the holiday and the shift that begins at 11 p.m. on the holiday would not qualify for holiday pay.)

## **ARTICLE 23. FAMILY LEAVE**

- 23.1 Four days of family leave (for death, illness or accident in immediate family) shall be allowed on September 1 in each contract year for full-time bargaining members (pro-rated for part-time employees). 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.
- 23.2 Use of family leave must be reported to the supervisor. Employees should give as much advance notice for use of family leave as possible.
- 23.3 A time card must be filled out for family leave used within one week from the time the employee returns to work.
- 23.4 Unused family leave shall be added to the individual's sick leave on August 31 of each year.
- 23.5 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 24. EMERGENCY CLOSINGS**

- 24.1 No employee shall suffer a loss in their regular base salary because of a closing of their 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.
- 24.2 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 their normal work hours; they will charge Emergency Closing Leave only for the period of the work shift for which the College is closed.

- 24.3 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 for the hours worked plus Emergency Closing Leave 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., they shall receive time and a half pay for time worked. For the early a.m. cleaners who do not report, they may charge Emergency Closing Leave.)
- 24.4 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 Emergency Closing Leave for the period of time the College is closed.
- 24.5 In the event any member of the bargaining unit is required to work during said closing, they shall receive double time for the hours worked during the emergency closing.
- 24.6 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 for the duration of such closing.

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

## **ARTICLE 25. JURY DUTY**

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

## **ARTICLE 26. 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 27. RETIREMENT**

27.1 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.

27.1.1 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.)

27.2 For all employees becoming members of the New York State and Local Employee's Retirement System on or after July 27, 1976, provisions of Tiers 3, 4, 5 and 6 legislation will apply.

27.3 Death benefits will be paid in accordance with the provisions of the New York State Retirement Social Security Law.

## **ARTICLE 28. SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM**

Employees of the College have access to different types of voluntary savings programs to assist with saving for retirement.

These programs allow monies to be set aside via payroll deduction to help supplement post-retirement income from Social Security and employer sponsored pension plans.

Supplemental retirement savings programs include:

Through the pre-tax option, contributions, plus earnings, are not taxed until the employee withdraws the funds, allowing for even greater savings through tax-deferred growth.

Through the post-tax option, contributions are taxed at the time the employees makes them (via payroll deduction), and when the employees withdraws the funds (contributions or earnings), the employees is not taxed. Use of the post-tax option may help maintain a balance against tax rates that increase over time.

28.1 SUNY Tax Deferred Annuity Plan - Authorized under section 405(b)(1) of the Internal Revenue Code with a choice of investment providers including:

- |    |      |    |          |
|----|------|----|----------|
| a. | AIG  | b. | Fidelity |
| c. | VOYA | d. | TIAA     |

28.2 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 29. RETIREMENT INCENTIVE**

- 29.1 Members of the bargaining unit, who are eligible to retire into the NYS and Local Retirement System shall be eligible for this incentive.
- 29.2 The College shall establish a Health Reimbursement account as outlined under Article 30.3.1 for all members retiring under this Article.
- 29.3 Retiring members shall be allowed to enroll in credit-bearing courses, using a tuition waiver for a period of five (5) years following retirement.
- 29.4 At the time of retirement, participating members shall receive payment for accumulated vacation, comp time, and the prorated value of longevity calculated at the date of retirement.
- 29.5 Retiring members will be added to the preferential list for call back work at the College.
- 29.6 Members will be given leave time, not to exceed seven and a half or eight (7.5 or 8) hours, to meet with a representative from the retirement system for a retirement consultation.
- 29.7 Retiring member's immediate families (spouse/designated partner and children) shall be allowed to participate in the tuition waiver program for five (5) years effective the first semester after the member retires. Tuition for courses offered by Tompkins Cortland Community College will be waived excluding independent study courses. Registration shall take place by the first day of classes.

**ARTICLE 30. HEALTH CARE**

- 30.1 Employees hired by 12/31/2016 shall be offered coverage under Tompkins Cortland Community College's plans offered through the Greater Tompkins County Municipal Health Insurance Consortium (GTCMHIC). These plans are TC3 Classic Blue and TC3 PPO. Employees with a hire date of 12/31/16 or earlier who currently elect not to participate in health insurance will be allowed access to the TC3 Classic Blue and TC3 PPO plans if they elect to enroll in the College's health insurance program.
  - 30.1.1 Effective January 1, 2017, the College will make available, through the GTCMHIC, the standard gold, and platinum metal plans. Current employees will have the option to enroll in these plans during open enrollment periods or at a qualifying event. Once an election has been made to move to one of the metal plans, the TC3 Classic Blue and TC3 PPO plans will no longer be available to that employee.
  - 30.1.2 Effective January 1, 2025, all new hires will only have the option to choose

from the standard gold, or platinum metal plans available through GTCMHIC upon hire, open enrollment, or a qualifying event.

30.1.3 Effective January 1, 2027, the College will make available, through the GTCMHIC, the standard gold or platinum metal plans for all employees. Staff enrolled in the TC3 Classic Blue and TC3 PPO plans (as of December 31, 2026) must either transition to either the gold or platinum plan or accept a limitation on the College's premium contribution, which will be capped at the dollar amount paid towards premiums under the platinum plan.

30.2 All bargaining unit members will pay 20% of the health insurance premium for employee and dependent coverage.

Employees participating in the Classic Blue or PPO plan will pay \$5 for generic prescriptions, \$20 for brand name prescriptions and \$35 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 two co-pays. Employees who choose to participate in the voluntary Canadian mail order drug program will receive prescriptions with no co-pay.

Refer to Article 20.8 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.

30.2.1 The College and CSEA will make available representatives trained in the metal level options offered by the consortium to inform staff on health insurance options during open enrollment periods and at times of qualifying events.

30.3 If the retiree satisfies the requirement(s) of their 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 health reimbursement arrangement, refer to Article 30.3.1, not to exceed \$30,000 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 health reimbursement arrangement 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

30.3.1 Retiring members will have a health reimbursement account established by the College, funded with their accumulated sick leave value calculated per Article 30.3. The College will assume any costs associated with the establishment of these accounts, retirees will be responsible for monthly maintenance fees.

30.3.2 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 30.3.

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

30.5 The College reserves the right to provide equal health insurance through alternate means. The College shall meet and negotiate any changes with CSEA prior to instituting any such plan.

30.6 Any employee who is eligible to participate in and has not enrolled in the health insurance plan shall receive a \$1,000 payment after each 12 consecutive month period.

30.7 The parties agree that the Wellness Council will create, design, plan, and implement educational and informational programs per academic year. Programs will focus on employee wellness. The Unit President may appoint up to three (3) members to the council.

30.8 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.

30.9 TC3 HealthCare Supplemental Cap Reimbursement Plan

Purpose:

The College is committed to providing its employees with comprehensive health care benefits. To support this commitment, the College will offer the TC3 HealthCare Supplemental Cap Reimbursement Plan (hereafter referred to as “the Plan”) to eligible employees and retirees who switched from TC3 Excellus Classic Blue or TC3 PPO to coverage under the Excellus Metal Plans.

Eligibility:

The Plan is available to employees who were previously enrolled in either TC3 Excellus Classic Blue or TC3 PPO, who had elected or who had continued to elect any Excellus Metal Plan during the open enrollment periods for the years 2020-2026.

#### Supplemental Cap Calculation:

The TC3 Healthcare Supplemental Cap is calculated by the difference between the out-of-pocket maximums of the Excellus Platinum Plan and either the TC3 Excellus Classic Blue or TC3 PPO, minus the annual premium savings. The Plan covers the remaining costs until you reach the Excellus Platinum Plan's maximum out-of-pocket. This benefit will reimburse you for co-pays/ co-insurance that exceed your annual premium savings plus the out-of-pocket maximum from your previous plan.

#### Plan Administration:

The TC3 HealthCare Supplemental Cap Reimbursement Plan will be processed through a Health Reimbursement Account (HRA) and managed by a third-party administrator. The College will cover the administration costs, and the benefits under this Plan are non-taxable.

#### In-Network Requirement:

Reimbursement under this Plan is limited to expenses incurred within the Excellus network. Out-of-network expenses are not eligible for reimbursement.

#### Plan Duration:

The Plan will remain in effect through the 2028 plan year or longer if available to one of the College's other bargaining units. Plan will sunset on the later of these dates.

#### Plan Limits:

The TC3 HealthCare Supplemental Cap Reimbursement Plan applies to any of the Excellus Metal Plans. However, reimbursement amounts will not exceed the maximum cap established for the Excellus Platinum Plan, irrespective of the selected Metal Plan selected.

### **ARTICLE 31.        PRESCRIPTION REIMBURSEMENT**

The College agrees to reimburse co-pays for prescription drugs above \$300 which are not covered by the member's regular prescription drug plan once annually, up to a maximum of \$200 per family per contract year. The calculation shall only include the increased prescription co-pay costs above what was in effect prior to September 2013. Prescriptions must be dispensed by a licensed pharmacist. Drugs, vitamins, diet supplements, etc., which can be purchased without a prescription are not covered by this program.

Bargaining unit members must submit a claim form to Human Resources by September 30 of each contract year for the preceding year's co-pay costs.

## **ARTICLE 32. DENTAL AND VISION INSURANCE**

- 32.1 Each employee, except temporary hired for less than 121 days, shall be eligible to join the College's Dental and Vision Insurance Plans provided by the CSEA Employee Benefit Fund through the Tompkins County Health Insurance Consortium. The employee shall pay 100% of the monthly cost. The College shall allow payroll deductions for premiums on a pre-tax basis for those employees who authorize such deductions. The College shall remit deductions to the CSEA Employee Benefit Fund.
- 32.2 The College, after discussion and review with the Union, may change the Dental and Vision Insurance Plan to any other comparable plan(s), including self insurance. The Union reserves the right to veto a plan.

## **ARTICLE 33. EDUCATION BENEFIT**

- 33.1 The College and the Union hereby reaffirm their commitment to increased productivity, upward career mobility and general employee development through educational and training opportunities.
- 33.2 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 electronically to the Department of Human Resources.
- 33.3 In the event of limitation on class size, employees enrolled will be requested to be de registered.
- 33.4 Only employees hired by the College one (1) year or longer before the first day of the semester shall be eligible.
- 33.5 An employee will be allowed to take a course(s) during what would be their normal scheduled working hours provided that the employee, supervisor, department/ division head 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 who, in turn, will forward the arrangement to the Department of Human Resources.
- 33.6 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.
- 33.7 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.

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.

Requesting permission for professional development courses:

Employees must complete and submit a PGI-1 form to the Department of Human Resources before beginning participation in such educational activity. PGI-1 forms must include information on the course or noncredit professional development.

Requesting reimbursement for completed course work:

Employees must complete and submit a PGI-2 form, within 60 calendar days of the completion of the coursework/workshop, along with an unofficial transcript or noncredit professional development certificate to the Department of Human Resources after the completion of participation in such educational activity. PGI-2 forms must include information on the course or noncredit professional development.

Requesting reimbursement for completed degrees:

Employees must complete and submit a PGI-2 form, within 60 calendar days of the completion of the degree, along with an official transcript provided to the Department of Human Resources after the completion of a degree program. PGI-2 forms must include the degree earned.

## **ARTICLE 34. GRIEVANCE PROCEDURE**

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

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

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

- 34.1.2 "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.
- 34.1.3 "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.
- 34.1.4 "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 Vice President of Human Resources.
- 34.1.5 "Appointing authority" means anybody having the power of appointment to subordinate positions.
- 34.1.6 "Union" means The Civil Service Employees Association, Inc.

## 34.2 Declaration of Basic Principle

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

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

- 34.2.2 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.
- 34.2.3 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.



34.2.4 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.

### 34.3 Grievance Procedure

34.3.1 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.

34.3.2 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 their representative, if any, within ten (10) working days after receipt thereof.

34.3.3 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.

34.3.4 The Vice President of Human Resources 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. Human Resources shall provide a written answer to the grievant and a copy to their representative, if any, within ten (10) working days after the date of the meeting.

34.3.5 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 (NYS PERB) or the American Arbitration Association (AAA) 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 and the American Arbitration Association.

34.3.6 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.

34.3.7 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 35. DISCIPLINE PROCEDURE**

- 35.1 It is the intent of this section to provide a swift and fair handling of disciplinary matters.
- 35.2 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 Vice President of Human Resources prior to Step 2.
- 35.3 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.
- 35.4 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.
- 35.4.1 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.
- 35.5 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.
- 35.6 An employee may resolve a proposed discipline or waive any rights prescribed herein, at any time, by a written agreement approved by the Vice President of Human Resources. An employee may be represented by counsel or a representative of the Union at every step of this procedure.
- 35.6.1 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.

35.6.2 Step 2: Hearing: Upon receipt of a written appeal from Step 1, the Vice President of Human Resources 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 Vice President of Human Resources, or designee, who shall render a written decision within ten (10) days after the hearing is concluded.

35.6.3 Step 3: Appeal: See Step 4 of the Grievance Procedure.

## **ARTICLE 36. 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 37. LAY OFF PROCEDURE**

37.1 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.

37.2 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:

37.2.1 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;

37.2.2 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.

37.2.3 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.

37.2.4 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.

37.2.5 A permanent employee who has completed the probationary period in the non-competitive or labor class who is laid off will be placed on a recall roster for a period of two (2) years from the date of lay-off. Those with the greatest seniority will have the first right to reinstatement. The next vacancy that occurs in the same or lower grade title, that the employee is qualified for, must be offered to the most senior employee in layoff status. If the employee refuses to accept reinstatement to the title laid off from, they waive all future recall rights to that title. If the employee refuses to accept reinstatement to a lower grade title, they waive all future recall rights to that title but remains on the roster for recall to the title laid off from. If the employee accepts a recall to a lower grade title, they remain on the recall roster for recall to the title laid off from.

37.2.5.1 Recalled employees shall have leave balances and accrual accumulation rates restored at the levels at the time of layoff when balances are not paid out upon separation of service.

37.2.5.2 Recalled employee's seniority shall begin from where they left off at the time of layoff.

37.3 \*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.

37.4 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 38. PROMOTION**

- 38.1 Promotion means movement by an employee from their 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.
- 38.2 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.
- 38.3 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.
- 38.4 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 39. JOINT HEALTH & SAFETY COMMITTEE**

The Union President and/or designee may discuss health and safety concerns with any member of the President’s Cabinet. Health and safety concerns shall be brought to the appropriate department (e.g. facilities, Title IX) for review and/or resolution.

**ARTICLE 40. SMOKING**

The Union and the College agree there will be no smoking in the building and outside of designated smoking areas.

The Union will agree to a smoke-free and tobacco-free campus if the College receives approval from all bargaining units and college governance on such policy. The College agrees to offer smoking cessation programming when the smoke-free and tobacco-free campus policy has been passed.

**ARTICLE 41. PARKING**

- 41.1 The College reserves the right to designate parking area(s) for members of this bargaining unit.
- 41.2 Parking Lot 6 has been designated for faculty and staff parking. Members of this unit may also park in Lots 1 (one) through 5 (five), which are designated for general public parking.
- 41.3 Members of this bargaining unit will abide by the College parking regulations as specified in the Parking and Traffic Regulations published by Campus Police.
- 41.4 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 42. PRINTING OF CONTRACT**

CSEA will be responsible for the cost and the printing of the Agreement. An electronic version of the Agreement shall be available on the College website. A copy of the Agreement shall be given to all present employees and to all new employees upon their hiring. The College shall be responsible to send to each department, for posting, any changes in the contract.

**ARTICLE 43. SALARIES**

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

- 43.1 See Salary Schedule A
- 43.2 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:	\$1,000
15 – 19 years:	\$1,250
20 and up:	\$1,750

- 43.3 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.

- 43.4 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 they want 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.

#### 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. A list of employees interested in working overtime or extra-time will be established at the beginning of each academic term (August and January). Employees who meet the requirements of the overtime or extra-time work will be assigned the additional opportunity.

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, refer to list established above. 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. Once a mandatory rotation has been worked, employee's name shall go to the bottom of the distribution list.

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.

- 43.5 Any employee called back to work after their normal work schedule has ended will be entitled to a minimum of three (3) hours of work at one and one-half time their 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 their normal hourly rate. NOTE: a callback is when the employee does not have any prior knowledge that they will to return to work before leaving their prior work shift.

- 43.6 All paid leave time shall be counted as time worked when computing overtime.
- 43.7 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.
- 43.8 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.
- 43.9 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 their 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 their straight-time hourly rate.

- 43.10 Employees shall be compensated for cell phone voice and data service as follows:
  - 1. The College shall determine which positions require a cell phone.
  - 2. Employees shall receive a monthly stipend of sixty dollars (\$60) for voice and data service.
  - 3. Employees shall not receive the stipend referenced in item #2 during times of unpaid leave of absence.
- 43.11 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 their supervisor to fill-in for the Cleaning Supervisor with respect to pool responsibilities. The time worked must be noted separately on the timecard.

**ARTICLE 44. EMPLOYEE ASSISTANCE PROGRAM (EAP)**



Employees and their eligible dependents have access to an Employee Assistance Program (EAP). This program is provided as part of the College's commitment to promoting employee health and wellbeing. Eight (8) sessions are offered at no charge to the employee and provides a valuable resource for support and information during difficult times, as well as consultation on day-to-day concerns. EAP is an assessment, short-term counseling, and referral service designed to provide employees and their families with assistance in managing everyday concerns.

#### **ARTICLE 45. 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 at the time of travel.

#### **ARTICLE 46. 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 Campus Police 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 Human Resources.

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 47. 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 their 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, they 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 their regular base salary because of the special leave time granted by the College.

## **ARTICLE 48. CAMPUS PEACE OFFICERS**

### **48.1 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.

### **48.2 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.

#### 48.3 Work Day/Workweek

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 workweek 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.

#### 48.4 Shift Premium

Shift premium of 5% of the current hourly rate of any Campus Peace Officer shall be applied to hours that begin prior to 6:59 a.m. and after 2:59 p.m. (hours between 3:00 p.m. and 7:00 a.m. will be subject to 5% shift premium). Such premium shall be paid for all paid leaves except vacation leave.

#### 48.5 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. The FTO shall be provided with a cell phone at no cost.

#### 48.6 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. Once a mandatory rotation has been worked, employee's name shall go to the bottom of the distribution list.

Article 43.6 will not apply when a regularly scheduled shift requires work on a pass day to complete an eight (8) hour shift.

48.7 Court Appearance

Any employee who is required or is subpoenaed by any legislative, judicial, or administrative tribunal in connection with their 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.

48.8 Heightened Risk Injury

As outlined in Article 17 and Article 19 in the contract between the Civil Service Employees Association and Tompkins Cortland Community College, the College's Sick Bank and Workers' Compensation policies will apply in the event a Campus Police 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).

A Campus Police 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.

A Campus Police employee who is injured during the performance of duty as outlined above will not be required to exhaust all of their 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 they will be eligible for a sick bank award.

A Campus Police 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.

48.9 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.

**QUANTITY ITEM**

**QUANTITY ITEM**

- 3 Long sleeve shirts
- 3 Short sleeve shirts
- 3 Pair of uniform pants
- 2 Uniform under belt

- 2 Collar brass
- 1 Duty weapon/holster/belt
- 1 Handcuff case
- 1 Pair handcuffs

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

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.

#### 48.10 Service Commitment

Any Campus Peace Officer who leaves College service prior to completing the initial service commitment of two years shall be responsible for repayment to the College, of the Academy and any related academy expenses prorated to the time served in service.

<u>Length of Service Completed</u>	<u>Repayment Percentage Owed to the College</u>
3 months	87.5%
6 months	75.0%
9 months	62.5%
12 months	50.0%
15 months	37.5%
18 months	25.0%
21 months	12.5%

#### **ARTICLE 49. 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.

Employees who have successfully completed their probationary term following their promotion shall move to the Wage Rate for the appointed title.

## **ARTICLE 50. 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 the staff member rates for membership at the TC3 Fitness Center.

Members who participate in exercise classes and provide a receipt and proof of participation in a minimum of 30 classes over a four-month period will be reimbursed the cost of the classes not to exceed the staff member rates for membership at the TC3 Fitness Center.

Members who join the TC3 Fitness Center and provide proof of participation in a minimum of 30 sessions over the Fall or Spring semester will be reimbursed the cost of the membership not to exceed the staff member rates for the Fall or Spring semester. Members who join the TC3 Fitness Center and provide proof of participation in a minimum of 24 sessions over the Summer session will be reimbursed the cost of the membership not to exceed the staff member rate for the Summer session.

## **ARTICLE 51. 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, they must notify their supervisor as outlined in Articles 16.2, 20.4, 21.6 and 23.2. Employees who fail to follow notification requirements for use of leave may be subject to disciplinary action as outlined in Article 35.

## **ARTICLE 52. 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

September 1, 2024 - August 31, 2025

Salaries will be computed on an hourly wage.

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

	HIRE RATE	WAGE RATE
<b>GRADE A</b> Project Assistant	\$20.61	\$20.61
<b>GRADE B</b> Cleaner	\$22.13	\$24.63
Clerk (Part-time)		
Laborer		
Library Clerk		
Receptionist		
<b>GRADE C</b> Groundskeeper	\$22.77	\$25.38
Mail Clerk/Receptionist		
<b>GRADE D</b>	\$23.72	\$26.49
<b>GRADE E</b> Maintenance Worker	\$24.67	\$27.61
Senior Clerk		
Senior Copy & Mail Center Attendant		
<b>GRADE F</b> Senior Account Clerk	\$25.62	\$28.72
Senior Cleaner		
<b>GRADE G</b> Enrollment Services Specialist	\$26.73	\$30.01
Secretary		
Security Officer		
Senior Groundskeeper		
<b>GRADE H</b> Payroll Specialist	\$28.00	\$31.50
<b>GRADE I</b> Academic Records Coordinator	\$29.59	\$33.35
Building Maintenance Worker		
Cleaning Supervisor		
Curriculum Assistant		
Global Services Specialist/Spanish Speaking		
Grounds Supervisor		
Principal Account Clerk		
Purchasing Assistant		
<b>GRADE J</b> Administrative Assistant	\$31.33	\$35.40
Campus Peace Officer		
Concurrent Enrollment Coordinator		
Diversity Education & Support Services Prog. Coord.		
Enrollment Services Call Center Coordinator		
External Relations Assistant		
Institutional Research Assistant		
Student Disbursement and Direct Loan Coordinator		
Student Housing Coordinator		
Technology Services Coordinator		
<b>GRADE K</b> Electrician	\$33.14	\$37.49
Supervising Campus Peace Officer		

TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA  
SALARY SCHEDULE A

September 1, 2025 - August 31, 2026

Salaries will be computed on an hourly wage.

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

	HIRE RATE	WAGE RATE
<b>GRADE A</b> Project Assistant	\$21.39	\$21.39
<b>GRADE B</b> Cleaner	\$22.96	\$25.56
Clerk (Part-time)		
Laborer		
Library Clerk		
Receptionist		
<b>GRADE C</b> Groundskeeper	\$23.62	\$26.33
Mail Clerk/Receptionist		
<b>GRADE D</b>	\$24.61	\$27.49
<b>GRADE E</b> Maintenance Worker	\$25.60	\$28.64
Senior Clerk		
Senior Copy & Mail Center Attendant		
<b>GRADE F</b> Senior Account Clerk	\$26.59	\$29.80
Senior Cleaner		
<b>GRADE G</b> Enrollment Services Specialist	\$27.73	\$31.14
Secretary		
Security Officer		
Senior Groundskeeper		
<b>GRADE H</b> Payroll Specialist	\$29.05	\$32.68
<b>GRADE I</b> Academic Records Coordinator	\$30.70	\$34.60
Building Maintenance Worker		
Cleaning Supervisor		
Curriculum Assistant		
Global Services Specialist/Spanish Speaking		
Grounds Supervisor		
Principal Account Clerk		
Purchasing Assistant		
<b>GRADE J</b> Administrative Assistant	\$32.51	\$36.72
Campus Peace Officer		
Concurrent Enrollment Coordinator		
Diversity Education & Support Services Prog. Coord.		
Enrollment Services Call Center Coordinator		
External Relations Assistant		
Institutional Research Assistant		
Student Disbursement and Direct Loan Coordinator		
Student Housing Coordinator		
Technology Services Coordinator		
<b>GRADE K</b> Electrician	\$34.38	\$38.90
Supervising Campus Peace Officer		



TOMPKINS CORTLAND COMMUNITY COLLEGE/CSEA  
SALARY SCHEDULE A

September 1, 2026 - August 31, 2027

Salaries will be computed on an hourly wage.

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

	HIRE RATE	WAGE RATE
<b>GRADE A</b> Project Assistant	\$22.19	\$22.19
<b>GRADE B</b> Cleaner	\$23.82	\$26.51
Clerk (Part-time)		
Laborer		
Library Clerk		
Receptionist		
<b>GRADE C</b> Groundskeeper	\$24.51	\$27.31
Mail Clerk/Receptionist		
<b>GRADE D</b>	\$25.53	\$28.52
<b>GRADE E</b> Maintenance Worker	\$26.56	\$29.72
Senior Clerk		
Senior Copy & Mail Center Attendant		
<b>GRADE F</b> Senior Account Clerk	\$27.58	\$30.91
Senior Cleaner		
<b>GRADE G</b> Enrollment Services Specialist	\$28.77	\$32.31
Secretary		
Security Officer		
Senior Groundskeeper		
<b>GRADE H</b> Payroll Specialist	\$30.14	\$33.91
<b>GRADE I</b> Academic Records Coordinator	\$31.85	\$35.90
Building Maintenance Worker		
Cleaning Supervisor		
Curriculum Assistant		
Global Services Specialist/Spanish Speaking		
Grounds Supervisor		
Principal Account Clerk		
Purchasing Assistant		
<b>GRADE J</b> Administrative Assistant	\$33.72	\$38.10
Campus Peace Officer		
Concurrent Enrollment Coordinator		
Diversity Education & Support Services Prog. Coord.		
Enrollment Services Call Center Coordinator		
External Relations Assistant		
Institutional Research Assistant		
Student Disbursement and Direct Loan Coordinator		
Student Housing Coordinator		
Technology Services Coordinator		
<b>GRADE K</b> Electrician	\$35.67	\$40.35
Supervising Campus Peace Officer		

## EXHIBIT A


Classified Staff titles approved by Civil Service.

Academic Records Coordinator  
Administrative Assistant  
Building Maintenance Worker  
Campus Peace Officer  
Cleaner  
Clerk (Part-time)  
Cleaning Supervisor  
Concurrent Enrollment Coordinator  
Curriculum Assistant  
Diversity Education & Support Services Program Coordinator  
Electrician  
Enrollment Services Call Center Coordinator  
Enrollment Services Specialist  
External Relations Assistant  
Global Services Specialist/Spanish Speaking  
Groundskeeper  
Grounds Supervisor  
Institutional Research Assistant  
Laborer  
Library Clerk  
Mail Clerk/Receptionist  
Maintenance Worker  
Payroll Specialist  
Principal Account Clerk  
Project Assistant  
Purchasing Assistant  
Receptionist  
Secretary  
Security Officer  
Senior Account Clerk  
Senior Cleaner  
Senior Clerk  
Senior Copy & Mail Center Attendant  
Senior Groundskeeper  
Supervising Campus Peace Officer  
Student Disbursement and Direct Loan Coordinator  
Student Housing Coordinator  
Technology Services Coordinator

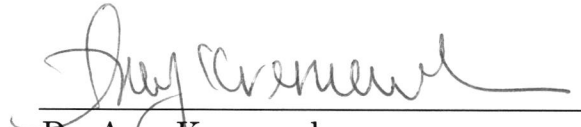
This Contract Bargaining Agreement shall become effective September 1, 2024 and remain in full force and effect until August 31, 2027.

FOR CIVIL SERVICE  
EMPLOYEES ASSOCIATION

FOR TOMPKINS CORTLAND  
COMMUNITY COLLEGE:



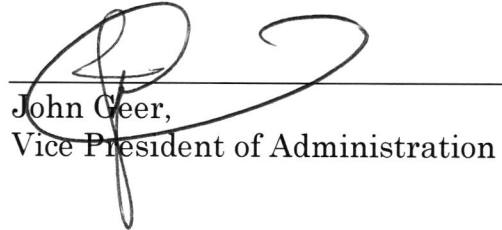
Jason Thayer,  
Unit President



Dr. Amy Kremenek,  
President



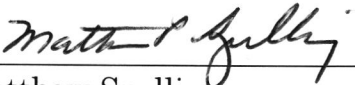
Melinda Russell,  
Treasurer



John Geer,  
Vice President of Administration



Ryan Cochran,  
Secretary



Matthew Spellicy,  
Labor Relations Specialist

Dated this \_\_\_ day of ~~December~~, 2024