

AGREEMENT

between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and the

PROFESSIONAL ADMINISTRATORS ASSOCIATION

SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2027

ARTICLE 1. PREAMBLE

This settlement, effective the **first day of September, 2024**, shall remain in force and effect through the **thirty-first day of August, 2027**. Tompkins Cortland Community College shall hereinafter be referred to as the College, and the Professional Administrators Association shall hereinafter be referred to as the Association.

ARTICLE 2. MANDATORY LEGISLATIVE CLAUSE (Section 204(A) of The Taylor Law)

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

ARTICLE 3. PAST PRACTICE

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

ARTICLE 4. EQUAL OPPORTUNITY DECLARATION

Tompkins Cortland Community College is committed to equal opportunity in employment, admission and treatment for all qualified individuals without unlawful regard to race, color, creed or religion, sex, sexual orientation, gender identity or expression, national origin, age, marital status, citizenship status, military status including Vietnam era or special disabled veteran status, HIV/AIDS status, familial status, pregnancy, predisposition genetic characteristics, disability, domestic violence victim status, criminal conviction or any other basis as prohibited by federal or New York State Law or any other applicable law.

ARTICLE 5. SAVINGS CLAUSE

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

ARTICLE 6. DEFINITIONS

ACTIVE: Employees currently receiving salary payment from the College.

CALENDAR YEAR: January 1 through December 31.

CONTRACT YEAR AND FISCAL YEAR: For this Agreement, contract year and appointment year will be synonymous with the fiscal year.

DAY: "Day" as opposed to calendar day refers to work day or service of process, excluding Saturday, Sunday, or holidays, unless otherwise stipulated.

EMPLOYEE: Individuals covered by this Agreement.

FISCAL YEAR: September 1 through August 31.

FULL-TIME: All employees contracted for 1.0 FTE.

LAYOFF: Termination of employment - see Article 46.

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

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

WORK WEEK: Refer to Work Week Clause Article 12.

ARTICLE 7. ASSOCIATION RECOGNITION/STATUS

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

- Admissions and Financial Aid Advisor
- Admissions Advisor
- Adult Student Admissions Advisor
- Assistant Director for Employer Relations and Experiential Learning
- Assistant Director of Admissions – CRM Administrator
- Assistant Director of CollegeNow
- Assistant Director of Financial Aid – Veterans’ Benefits Certifying Officer
- Assistant Director of Student Activities and the Student Center
- Assistant Director of Student Success Services
- Associate Dean of Student Success and Retention
- Associate Director of Admissions
- Associate Director of Budget and Finance
- Associate Director of Financial Aid and Compliance Officer
- Assistant Registrar
- Assistant to the Vice President of Student Affairs
- Bursar
- Career Navigator
- Case Manager
- Coordinator of Testing Center and Assistive Technology
- Comptroller
- Dean of Admissions and Recruitment
- Dean for Enrollment Management
- Dean of Enrollment Operations and Welcome Center Services

Digital Content Specialist
Director of Auxillary Operations
Director of Continuing Education and Workforce Development
Director of CollegeNow
Director of the Educational Opportunity Programs
Director of Enrollment Management & Slate Captain
Director of Enrollment Operations and Auxiliary Services
Director of Facilities
Director of Financial Aid
Director of Global Education and Initiatives
Director of Public Safety
Director of Strategic Marketing
Director of Student Activities and the Student Center
Director of Student Conduct and Community Standards
Director of Student Success Services
Director of Technology Support
Director of Wellness Services
Executive Director of the Foundation
Financial Aid Counselor
Foundation Chief Financial Officer
Instructional Designer
Instructional Technology Associate
Institutional Effectiveness Research Analyst
Institutional Research Analyst II
IT Infrastructure Manager
Lead Data Architect
Lead Software Architect
Library Director
Programmer
Public Information Officer
Registrar
Senior Systems Administrator
School Food Grant Coordinator
Software Applications Administrator
Systems Administrator
Technology Support Associate
Technology Support Specialist
UI/UX Front-End Developer & Web Captain
Workforce Development Coordinator

- 7.2 Administrative work is defined as all work not routinely assigned to classified staff positions, teaching of credit-generating courses, academic advising, counseling, or providing professional library/media services. Some examples of those administrative activities are managing, planning, and/or supervising the revision of programs, courses, or services; scheduling; preparing programmatic reports, and/or supervising programmatic studies; recommending hiring, supervising, and evaluating staff; coordinating with agencies or organizations outside of the College; and budgeting.

Any position that consists of more than 50% administrative work will be considered to be an administrative position. Likewise, overloads consisting of more than 50% administrative work will be considered to be administrative overloads.

- 7.3 Regular part-time administrative employees in recognized titles who are scheduled to work .5 FTE or more of a ten-month or a twelve-month appointment shall be included in the bargaining unit.
- 7.4 The Association affirms that it does not assert the right to strike nor to assist nor to participate in any strike, nor to impose an obligation to conduct, assist, or participate in any strike.
- 7.5 Membership in the Association shall not be a condition of employment; nor will the Employer discriminate in hiring or promotional opportunities or otherwise because of an employee's membership or lawful activities in the Association or their refusal to join such an organization or to participate in any such activities.
- 7.6 The Association shall certify to the College, in writing, the current annual dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form. The Association shall give the College not less than thirty (30) calendar days written notice prior to the effective days of any change in either annual dues or the authorization form.
- 7.7 The College agrees to deduct the annual dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms prescribed by the Association. Such authorization may be revoked during the current revocation period as determined by NYSUT. Revocation requests must be submitted by the member, in writing, to the Association. Deductions shall be equal to the annual or prorated dues of the Association divided by the number of pay periods remaining in the fiscal year following filing of the authorization. Dues shall be deducted over the twenty-six (26) pay periods commencing in September and concluding in August. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.
- 7.7.1 The Association shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or for reason of, action taken by the College, in reliance upon payroll deduction authorization cards submitted by the Association to the employer.
- 7.8 The Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of 45 calendar days after the signing of the contract, and thereafter on each successive September 15 during the Agreement term.

7.9 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with the work obligation of any employee of the College.

7.10 The President of the Association shall be granted up to nine (9) days of compensation per year for work related to the Association.

Both parties will make every effort to have hearings, meetings, and proceedings scheduled so as to minimize disruptions of administrative responsibilities.

7.11 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date. The President of the College and the President of the Association may modify the three (3) months notification requirement by mutual agreement.

ARTICLE 8. MANAGEMENT RIGHTS

The College and the administration of the College hereby retains and reserves all rights, authority, duty and responsibility conferred by the laws and Constitution of the State of New York and/or the United States of America. Except as expressly limited by the provisions of this agreement, all of the authority, rights, duties, and responsibilities possessed by the College are retained by it, including, but not limited to, the right to determine the mission, goals and objectives, and the policy of the College; to determine means, methods, facilities, and number of personnel required for the conduct of the College programs; to select, direct, deploy, and utilize the workforce and to classify or reclassify positions.

ARTICLE 9. AMENDMENTS

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

ARTICLE 10. RE-OPENER

All terms and conditions of the Agreement will remain in effect to the date of termination of this Agreement with the intent to open discussions of future Agreements to commence on or about January 11, 2027.

ARTICLE 11. SCOPE OF AGREEMENT

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

ARTICLE 12. WORK WEEK

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

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

ARTICLE 13. REPORTING OF ABSENCES

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

ARTICLE 14. FAMILY LEAVE

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

ARTICLE 15. PERSONAL LEAVE

- 15.1 Three days of leave for personal business shall be allowed for each contract year for full-time bargaining unit members (prorated for new hires and part-time employees).
 - 15.1.1 New hires will receive one day of personal leave upon hire and will receive an additional day according to the schedule below in the first fiscal year of hire.
 - a. September 1
 - b. March 1
- 15.2 Personal leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.

- 15.3 Personal leave days will not accrue from year to year, but if not used during the contract year, they will accrue to the employee's annual sick leave.
- 15.4 It is the responsibility of the employee to report used personal leave biweekly to their supervisor.
- 15.5 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting personal leave earned and used for each bargaining unit member.

ARTICLE 16. VACATION LEAVE

- 16.1 A twelve-month bargaining unit member earns twenty days of paid vacation per year accrued at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.
- 16.2 A ten-month bargaining unit member will accrue vacation at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.
- 16.3 Employees may receive compensation or may convert previously earned vacation days to monies to be used toward payment of their healthcare premium for **five (5)** days annually.

Employees electing compensation: will declare in writing the intent to make this conversion during the month of September (no later than September 30), based on accrued vacation as of August 31. A minimum of twenty (20) days of vacation leave must be accrued as of August 31. The value will be calculated at the current daily rate and will be processed in the October following the declaration and the member may elect to have it spread over 2 pay periods.

Employees electing monies to be used toward payment of their healthcare premium: 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. A minimum of 5 days of accrued vacation must be available at the time of declaration.

- 16.4 Earned vacation time remaining unused shall be paid to a bargaining unit member upon the termination of their employment by the College without cause or death. For employees who voluntarily separate from employment vacation payout will only be made if they provide the 30 days' notice required by Article 45.1.2. Employees terminated by the College for cause will not receive vacation payout unless agreed to by the parties or awarded by an Arbitrator in an arbitration proceeding
- 16.5 It is the responsibility of the employee to report used vacation leave biweekly to their supervisor.
- 16.6 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting vacation time earned, used and accrued for each bargaining unit member.

ARTICLE 17. SICK LEAVE

17.1 Accrual

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

17.2 Sick Bank

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

The sick bank is operated in the following manner:

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

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

17.3 Conversion of Sick Leave to Health Insurance Payment Upon Retirement:

If the retiree satisfies the requirement(s) of the College plan for continuance of health benefits upon retirement or death, the College will pay the percentage of health insurance premiums for retirees as required in effect at the time of retirement. The remainder of health insurance premiums on the plan in force at the time of retirement will be paid from a fund to be established by converting sick days to dollars in accordance with the following rules. Any individual upon retirement will be able to convert accumulated sick days at their daily rate in effect at the time of retirement to a maximum sum of \$30,000. After funding the initial amount, individuals with 20 years of employment will be able to convert those sick days remaining in their accumulation at the rate of 25% of their daily rate to add to the fund.

For each year above 20 years, the conversion rate of 25% will increase by 2.5% until 30 years of employment have been achieved at which time the conversion reaches and is capped at 50%. For purpose of this section, years of employment are based upon anniversary date of employment at the College and will not be prorated. Upon the death of the retiree the College will continue to pay the percentage of health insurance premiums required by the Plan in effect for the surviving spouse on the plan in effect at the time of death of the retiree.

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

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

ARTICLE 18. LEAVE POLICY - Administrative Paid

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

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

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

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

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

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

- 18.4 Paid Administrative Leave: At the recommendation of the President, the Board of Trustees may award a total of not more than sixty (60) months of leave at full pay or equivalent to be divided among the applicants selected during the period September 1, 2022 through August 31, 2024.
- No individual may receive more than six (6) months leave at full salary or more than twelve (12) months at half salary per eligibility period.
- The President shall notify the applicant of the decision of the Board.
- 18.5 Outside Income: Members of the administrative staff on administrative leave may accept fellowships, grants in aid, or earned income to assist in accomplishing the purposes of their leaves. This earned income shall not affect the individual's compensation from the College.
- 18.6 Benefits: All fringe benefits shall continue while the individual is on administrative leave with pay.
- 18.7 Obligation on Return - College: The College recognizes that a paid leave is a temporary absence and at its conclusion the recipient will return to the position held when the leave began with all salary and benefits. Any modification in salary and/or benefit programs will be implemented for the individual on paid administrative leave on the effective date of such change.
- 18.8 Obligation on Return - Employee: Upon return, the applicant will submit to the President a report of accomplishments specifically addressing the stated objectives to have been accomplished while on administrative leave.

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

TABLE 1

Administrative Leave Eligibility and Conditions

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

ARTICLE 19. LEAVE WITHOUT PAY

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

ARTICLE 20. SPECIAL LEAVE WITH PAY

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

ARTICLE 21. FAMILY MEDICAL LEAVE

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

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

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

Military Family Leave Entitlements

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

- 21.1 The employee must provide notice of his or her intent to take family and medical leave not less than 30 days before the leave is to begin or as soon as is practicable.
- 21.2 The employee must provide medical certification for FMLA leave taken to care for an employee's spouse, son, daughter or parent who has a serious health condition or for the serious health condition of the employee circumstances supporting the need for military family leave.

- 21.3 The College shall maintain coverage for health insurance to an employee on FMLA pursuant to this section for the duration of the 12-week period and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave.
- 21.4 Upon return from FMLA, the employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

Employee Rights and Responsibilities under the Family and Medical Leave Act periodically change, the current provisions under the Act can be found on the College's website.

ARTICLE 22. HEALTH INSURANCE

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

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

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

22.1.c

- Adoption of the Metal Level plans (Platinum, Gold, Silver, Bronze) at a 80/20 cost-share.
 - Summary plan documents including pharmacy benefit information can be found on the Tompkins County Municipal Health Insurance Consortium webpage ([Tompkins Cortland Community College Plan Information | TCHealth Consortium](#))
- All new employees hired after September 1, 2019 will be eligible to enroll in one of the metal level plans (Platinum, Gold, Silver, Bronze) at a 80/20 cost-share, with access to all plans available to PAA employees after two years of employment.
- Employees hired prior to July 2021, who elect to change to a Metal Level plan will have the option to move back to the Classic Blue or PPO plan during any Open Enrollment period or if they experience a qualifying event which occurs before December 31, 2026..

The TC3 HealthCare Supplemental Cap Reimbursement Plan is available for those employees (retirees) who move to a metal level plan through 2028 or longer if available to other

bargaining units and shall sunset at the later of these dates. If the Classic Blue or the PPO is no longer offered by the Consortium, the parties will meet and discuss the premium and out of pocket equivalents benefit calculations under the Supplemental Plan.

- 22.1.d Effective January 1, 2025, all newly hired employees will only have the option to choose from the Gold, or Platinum metal plans available, at an 80/20 cost share, upon hire, open enrollment, or a qualifying event.
- 22.1.e Effective January 1, 2027, the College will make available the Gold or Platinum metal plans for all employees, at an 80/20 cost share. Staff enrolled in the Classic Blue and 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 toward premiums under the Platinum plan.
- 22.2 Any employee who has not enrolled in the health insurance plan shall receive a \$1,000 payment after each 12 consecutive month period, upon written notification and proof that they have health insurance coverage elsewhere.

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

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

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

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

- 22.4 The College will provide a flexible spending account for all members of this Association. The College will select a vendor to administer this program and will assume the administrative costs so long as the cost do not exceed savings to the College. If the costs exceed savings the employees will pay a prorated share of the cost of the program. Annual maximum contribution amounts shall be equal to those set by the IRS for Unreimbursed Medical expenses and those set for Dependent Care expenses.

A Prepaid Benefits Card will be issued to each participant enrolled in the Health Care Flexible Spending Account (FSA) program. Participants swipe their benefit cards and the funds are automatically deducted from their respective benefit account(s) for payment for eligible expenses. For Health Care FSAs, the dollar value on the Card will be the annual amount that participants elected to contribute to their respective employee benefit account(s) during their annual benefits enrollment.

22.5 Retiring members will have access to the retiree health insurance program offered by the College at the time of retirement. Election to participate in the retiree health insurance program must be made at the time of retirement.

ARTICLE 23. HOLIDAY SCHEDULE

	2024-2025	2025-2026	2026-2027
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

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

Veterans are entitled to Veterans Day off.

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

ARTICLE 24. RELIGIOUS OBSERVANCES

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

ARTICLE 25. RETIREMENT

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

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

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

- a. Fidelity
- b. Teachers' Insurance and Annuity Association (TIAA)
- c. Variable Annuity Life Insurance Company (VALIC)
- d. VOYA

25.2 The full-time bargaining unit member has thirty calendar days to designate in writing one of the three retirement systems. The employee automatically becomes a member of the New York State Employee's Retirement System if no other decision is communicated to the Human Resources Department within thirty calendar days of employment.

25.3 After joining one of the approved retirement systems, the staff member cannot change to another system.

25.4 College makes appropriate retirement contributions based on the employee's salary and hire date. The College will comply with the retirement contribution rates as mandated by SUNY.

25.5 The College will contribute toward the retirement plan of a part-time employee who is already a member of one of the approved retirement plans.

25.6 Part-time professional staff members have the option of joining the New York State Employees' Retirement System.

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

ARTICLE 26. SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM

Employees of the College have access to different types of voluntary savings programs to assist with saving for retirement. These programs allow monies to be set via payroll deduction to help supplement post-retirement income from Social Security and employer sponsored pension plans.

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

Supplemental retirement savings programs include:

- 26.1 SUNY Tax Deferred Annuity Plan - Authorized under section 403(b)(1) of the Internal Revenue Code with a choice of investment providers including:
 - a. Fidelity
 - b. Teachers' Insurance and Annuity Association (TIAA)
 - c. Variable Annuity Life Insurance Company (VALIC)
 - d. VOYA
- 26.2 New York State Deferred Compensation Plan – Authorized under section 457 of the Internal Revenue Code with a wide array of investment options.

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

ARTICLE 27. OUTSIDE EMPLOYMENT

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

ARTICLE 28. PREFERENTIAL CANDIDATE STATUS

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

ARTICLE 29. RECRUITMENT

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

ARTICLE 30. COPYRIGHT AND PATENT PROPOSAL

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

ARTICLE 31. PERSONNEL FILES

- 31.1 The personnel file in the Human Resources Department is the only official personnel file of the College.
- 31.2 All bargaining unit employees are strongly encouraged to review their personnel file, at minimum, on an annual basis. Individual personnel files shall be deemed confidential insofar as such practice is consistent with applicable laws. An administrative staff member shall have the right to review their own personnel file (excluding confidential, pre-employment references), at any reasonable time, upon written request made to Human Resources and to provide written comment as to any material therein contained. A representative of the bargaining unit employee's own choosing may be granted access to view the electronic personnel file.

- 31.3 All materials submitted by an applicant who becomes an employee of the College shall become the property of the College.
- 31.4 Employees who submit an application and supporting materials for another position at the College shall have those materials and other materials used in the selection process placed in their existing College personnel file.

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

- 32.1 Employees may be required to work at off-campus locations as part of their regular work load. Such employees shall be reimbursed for travel to the off-campus location if greater than their normal commute to the college. If the distance to the off-campus worksite is greater than the normal commute, the employee will be paid the difference between the normal commuting distance and the distance to the off-campus site. Employees will be reimbursed for travel between sites if the workday is split between two or more sites.
- 32.2 Except as the President may otherwise authorize, employees who have voluntary overload at off-campus locations will not receive mileage.

ARTICLE 33. DENTAL PLAN

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

ARTICLE 34. VISION PLAN

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

ARTICLE 35. INCOME PROTECTION

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

Election to participate must be made within the first 30 days of employment. Eligible employees must work at least 28 hours per week and have completed a waiting period of 1 continuous year of service.

ARTICLE 36. LIFE INSURANCE

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

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

ARTICLE 37. MEALS AND MILEAGE

An employee authorized to use their motor vehicle to attend an approved function shall be reimbursed at the federal mileage rate for the round-trip distance, calculated via the most direct route from the campus to the destination, plus the distance necessarily accumulated while attending the event, plus parking, road and bridge tolls paid along the route. Employees may submit receipts for meals purchased while attending an approved function, or may claim meal allowances at the approved federal rate for the region in which meals were purchased.

ARTICLE 38. PHYSICAL EXAMS

The cost of an annual physical examination that is not paid by the College's health insurance coverage or other health insurance coverage available to members of the bargaining unit, shall be reimbursed by the College in an amount not to exceed \$250 per year.

ARTICLE 39. TUITION WAIVER

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

Tuition assistance may be available for courses offered by other SUNY campuses contingent upon SUNY's funding allocation to the College.

ARTICLE 40. GRIEVANCE PROCEDURE

Declaration of Purpose

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

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

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

40.1.2 Supervisor shall mean immediate supervisor.

40.1.3 President is the President of the College.

- 40.1.4 Association shall mean Tompkins Cortland Community College Professional Administrators Association.
- 40.1.5 Aggrieved Party shall mean any person or group of persons within the bargaining unit or the Association.
- 40.1.6 Human Resources shall mean the person directly responsible for administering the Human Resources Department.
- 40.1.7 Party in Interest shall mean any party named in a grievance who is not the aggrieved party.
- 40.1.8 Hearing Officer shall mean any individual charged with the duty of rendering decisions at any stage on grievances hereunder.
- 40.1.9 Day shall mean working days under this Agreement, excluding Saturdays, Sundays, and Holidays.

40.2 Procedures

- 40.2.1 All grievances shall include the name and position of the aggrieved party; the provision(s) of this Agreement alleged to be violated; the date of the alleged act or omission constituting the grievance; the date of filing; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 40.2.2 Except for informal decisions at Stage 1 (a) all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be timely transmitted to the aggrieved party and the Association.
- 40.2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.
- 40.2.4 The parties agree to facilitate any investigation which may be required and to make available documents, communication and records relevant to the grievance.
- 40.2.5 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on their own behalf.
- 40.2.6 The grievant has the right to be represented by the Association or any other representative of the grievant's choice.
- 40.2.7 No interference, coercion, restraint, discrimination, or reprisal of any kind at any time will be taken by any party hereto against the aggrieved party, and party-in-interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

40.2.8 Forms for filing grievances will be provided by the Human Resources Department. They will be available on the College's network.

40.2.9 Nothing contained herein will be construed as limiting the right of the aggrieved to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted provided the adjustment is not inconsistent with the terms of this Agreement, and the Association has been given an opportunity to be present at such adjustment and to state its view on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding in future proceedings.

40.3 Time Limits

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

40.3.2 No written grievance will be entertained, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within twenty (20) work days after the aggrieved knew or should reasonably have known of the act or condition on which the grievance is based.

40.3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limits specified, the grievance will be deemed to be abandoned and further appeal under this Agreement shall be barred.

40.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, their representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

40.4 Stages of Grievance Procedure

Stage 1

40.4.1 The aggrieved party will discuss their grievance with their supervisor, with the objective of resolving the matter informally.

40.4.2 By mutual agreement, the parties may ask the Community Dispute Resolution Center or a similar organization to assist in the informal resolution of this grievance. Anything said or disclosed during this process will be kept confidential. The costs will be shared equally by both parties.

Stage 2

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

Stage 3

40.4.4 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, they shall, within (10) ten days, file a written appeal (including copies of the decision) to the President. Additional copies of the appeal should be provided to Human Resources and the Association.

40.4.5 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or their representative, the Association's designated representative(s) and all other parties-in-interest.

40.4.6 The President or a designated representative shall render a decision in writing to the aggrieved, the aggrieved's representative and the Association within ten (10) days after the conclusion of the hearing.

Stage 4

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

40.4.8 The Arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions.

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

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

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

ARTICLE 41. SALARY PLACEMENT

Each person appointed to a new or different administrative staff position will be placed within the appropriate salary range based upon an evaluation of their education, experience, demonstrated ability and market conditions. In no event will any administrative staff be placed outside the negotiated ranges for the assigned grade of the title. This salary placement shall be determined in a fair and equitable manner using a standard documented procedure. With the assistance of the Human Resources Department, an initial salary placement in a position will be recommended to the President by the appropriate President's Cabinet member.

41.1 Administrative staff members who begin work prior to March 1 each year shall receive the full salary increase approved by the Board of Trustees effective the following September 1. Staff who begin work from March 1 through June 30 each year shall receive one half (½) of the salary

increase, and those who begin work from July 1 through August 31 each year shall receive no increase in salary on September 1 of that year.

41.2 Movement to Different Classification Levels and Positions

41.2.1 New Position/Reclassification to a Higher Grade

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

41.2.2 Lateral Movement

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

41.2.2.1 An employee whose job description has been rewritten to reflect new/added responsibilities and the classification process resulted in additional placement points but the position did not result in a grade change will have a new salary placement calculated. The employee will be placed at the salary level or \$500 above the employee's current salary, whichever is greater.

41.2.3 Voluntary Movement to a Lower Position

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

41.2.4 Reclassification to Lower Grade

An employee whose position has been involuntarily reclassified to a lower grade level shall suffer no decrease in salary.

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

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

ARTICLE 42. SALARIES

The College and the Association agree to salary increases for **2024-2025** through **2026-2027** as follows:

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

All employees' salaries will be increases as follows:

- 2024-2025** by 3.75% to the prior year's base
- 2025-2026** by 3.75% to the prior year's base
- 2026-2027** by 3.75% to the prior year's base

Any member whose salary falls below the NYS minimum salary threshold for exempt status will receive an automatic adjustment to their salary upon the effective date of the minimum rate change.

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

Salary ranges for grades 1-6 shall be increased by 3.75% each year of this agreement.

ADMINISTRATIVE SALARY RANGES						
9/1/2024- 8/31/2025						
GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	45,558	51,252	56,947	68,336	22,778	50.00%
II	53,581	60,279	66,976	80,371	26,790	50.00%
III	60,706	68,293	75,882	91,058	30,352	50.00%
IV	66,951	75,320	83,689	100,427	33,476	50.00%
V	75,507	84,945	94,384	113,260	37,753	50.00%
VI	84,061	94,569	105,076	126,091	42,030	50.00%

ADMINISTRATIVE SALARY RANGES						
9/1/2025- 8/31/2026						
GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	47,266	53,174	59,082	70,898	23,632	50.00%
II	55,590	62,539	69,487	83,385	27,795	50.00%
III	62,982	70,854	78,727	94,473	31,490	50.00%
IV	69,461	78,145	86,827	104,193	34,731	50.00%
V	78,339	88,130	97,923	117,507	39,169	50.00%
VI	87,214	98,115	109,017	130,820	43,606	50.00%

ADMINISTRATIVE SALARY RANGES						
9/1/2026- 8/31/2027						
GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	49,039	55,168	61,298	73,557	24,518	50.00%
II	57,675	64,884	72,093	86,512	28,837	50.00%
III	65,344	73,511	81,680	98,015	32,671	50.00%
IV	72,066	81,075	90,083	108,100	36,034	50.00%
V	81,276	91,435	101,595	121,914	40,638	50.00%
VI	90,484	101,794	113,105	135,726	45,241	50.00%

ARTICLE 43. ADMINISTRATIVE STAFF - OVERLOAD INSTRUCTIONAL

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

- 43.1 The administrative staff member must meet the qualifications for the teaching assignment as determined by the Provost and Vice President or their designee.
- 43.2 The overload teaching assignment must not be during the regularly scheduled working hours of the administrative employee. Exceptions to this guideline must be thoroughly justified and have the approval of the employee’s supervisor and the President.
- 43.3 The overload teaching assignment must be limited to no more than **eight (8)** credit hours per semester including the summer session.
- 43.4 When administrative staff members teach an overload course they shall be paid according to the College overload rate. The College reserves the right to pay additional compensation under special situations where the College requires the employee's special skills and credentials. Compensation may be based on verified market conditions.

43.5 Guidelines for Teaching Overload

43.5.1 Generally, all first-time teaching overload assignments will be at Level 1 rate. However, any administrator who currently has, or has had in the past, academic rank at an institution of higher education will be placed at the appropriate rate corresponding to their rank as follows:

Level 1 to equate to Instructor

Level 2 to equate to Assistant Professor

Level 3 to equate to Associate Professor

Level 4 to equate to Professor

Level 5 to equate to Professor (8 or more years in rank)

43.5.2 Placement at the Level 2 rate may also be made if one of the following conditions exists:

43.5.2.1 Possession of any unusual or terminal degree in the field (i.e., J.D., M.D., C.P.A., Ph.D., Master's Degree in Nursing, etc.).

43.5.2.2 For those in vocational courses, fifteen or more years of experience in a job which is directly related to the subject matter being taught.

43.5.2.3 High executive office in business or industry if that position relates to the subject matter to be taught.

43.5.3 Placement at Level 3 rate may be made if the individual enjoys status as a nationally recognized consultant or expert in the field to be taught. (This status should be documented as income-producing with the consultant services having been provided to various agencies, several times annually, over a period of at least two years, and at several locations throughout the country.)

43.5.4 After six semesters (10 semesters between Level 4 and 5), of successful employment teaching overload courses an individual is eligible to be moved to the next higher pay rate. "Successful" is defined as "average or better" performance as indicated through evaluations conducted and fulfillment of all responsibilities assigned. Advancement on the scale will be the decision of the Provost in consultation with the Associate Provost.

43.6 Members of the administrative staff as of August 17, 1989 who have consistently taught credit bearing courses on an overload basis will be grandfathered at Level 4. In the future any other administrative staff members who wish to teach will be compensated based on the above guidelines.

43.7 Non-Credit Instructional Activity will be paid as a pro-rata of the appropriate credit hour overload rate based on the number of instructional hours.

ARTICLE 44. ADMINISTRATIVE STAFF - OVERLOAD NON-INSTRUCTIONAL

- 44.1 Non-Instructional Activity not related to an existing job description will be paid at a rate for the activity as determined by the College.
- 44.2.1 When administrative overload work is offered to anyone other than to the individual in whose job description the work appears (to whom the work would be offered first), the supervisor offering the work will describe the work and the required qualifications, in writing, to all administrators represented by the PAA. Administrators will have at least 48 hours in which to request consideration for that work. The College will retain the right to select the most qualified individual from among the administrators who apply and to offer the work to other staff members if no qualified administrators apply.
- 44.2.2
- a. Non-instructional activity related to the individual's existing administrative job description will be compensated at the individual's per diem rate.
 - b. Non-instructional activity related to an existing administrative job description, not the individual's job description, will be compensated at a rate of pay to be determined by the College.
 - c. If administrative work is offered to individuals outside this bargaining unit, the rate of pay will be determined by the College.
- 44.2.3 Members of the PAA have preference on all administrative overloads as defined in Article 7.2 except that the College in consultation with PAA:
- 1. May assign administrative tasks to faculty members who are under-loaded.
 - 2. May assign specific tasks to faculty with unique qualifications and background for that task.
- 44.3 Non-Instructional Activity that is not part of the regular work of an administrative position but which is work normally covered by the Faculty Association contract will be paid as a pro rata of the appropriate daily/hourly rate.
- 44.3.1 Grade I and II will be paid the average of the combined minimum hourly/daily rate for instructors/assistant professors.
- 44.3.2 Grade III and IV will be paid the minimum hourly/daily rate for associate professors.
- 44.3.3 Grade V and VI will be paid the minimum hourly/daily rate for professors.

ARTICLE 45. TERMINATION

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

45.1 Voluntary Termination

45.1.1 The administrative staff members who resign, retire or fail to return from or fulfill the conditions of a paid or unpaid leave shall be considered to have voluntarily terminated their employment.

45.1.2 The administrative staff members shall provide the College with at least 30 calendar day's written notice of voluntary termination. Such notice shall be a requirement to vacation payout upon voluntary separation of employment by the employee under Article 16.4.

45.2 Involuntary Termination

45.2.1 Management has the right to terminate for just cause.

45.2.2 Notification Related to Involuntary Termination - For an employee on administrative appointment facing involuntary termination based on performance, the College must provide at least six (6) months notification of termination. Compensation in lieu of notification may be given, prorated to employee's salary.

ARTICLE 46. VOLUNTARY SEPARATION INCENTIVE

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

Payment – A voluntary separation incentive equal to fifty (50) percent of the difference between the employee's salary and the midpoint of the salary range for the employee's grade level, or a minimum of \$10,000, for the year in which the separation takes effect, shall be granted to the employee.

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

Special Retirement Incentive –

1. Retiring members must notify TC3 by irrevocable notice of their intent to participate in this program by March 1, 2017.

2. Retiring members who leave service by August 31, 2017 shall receive the following benefits:
 - a. Retiring members who leave with health insurance coverage will pay 20% health insurance premium for individual coverage and 20% of the individual portion of the family health insurance premium for 4 years from the date of retirement and 50% thereafter. The retiree will continue to pay 65% for the dependent portion of the family health insurance coverage. Retiring members under this section shall have the option of using accumulated sick leave value (as calculated per Article 17.3) toward the 20% contribution or freeze their accumulated sick leave value beginning in year 5.
 - b. Retiring members who leave without health insurance coverage will receive an additional \$8,000 added to their health reimbursement account amount as calculated per Article 17.3.
 - c. Retiring members shall be eligible for the retirement incentive per Article 46 without the restriction of an irrevocable 12-month notice.
3. Retiring members who leave service by August 31, 2019 shall receive the following benefits:
 - a. Retiring members who leave with health insurance coverage will pay 20% health insurance premium for individual coverage and 20% of the individual portion of the family health insurance premium for 3 years from the date of retirement and 50% thereafter. The retiree will continue to pay 65% for the dependent portion of the family health insurance coverage. Retiring members under this section shall have the option of using accumulated sick leave value (as calculated per Article 17.3) toward the 20% contribution or freeze their accumulated sick leave value beginning in year 4.
 - b. Retiring members who leave without health insurance coverage will receive an additional \$8,000 added to their health reimbursement account amount as calculated per Article 17.3.
 - c. Retiring members shall be eligible for the retirement incentive per Article 46 without the restriction of an irrevocable 12-month notice.
3. Retiring members participating in this incentive, and their dependents, shall be allowed to participate in the tuition waiver program following their retirement. Retirees will be allowed access to participate in the tuition waiver program for 5 years following their retirement and dependents will be allowed access to participate in the tuition waiver program for 3 years following their retirement.

ARTICLE 47. RETRENCHMENT OR REORGANIZATION OF POSITIONS

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

47.1 Reassignment/Layoff

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

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

47.2 Notification Related to Retrenchment or Reorganization of Positions

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

47.3 Notification Related to Probationary Appointments

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

47.4 Reinstatement

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

ARTICLE 48. PROFESSIONAL DEVELOPMENT AND PROFESSIONAL GROWTH INCENTIVE

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

- 48.2 To support and encourage investment in one's professional growth, the following compensation schedule is established. It is assumed that prior to the following becoming effective that each person meets the minimum academic requirements for the position for which they have been hired.
- 48.2.1 For each nine (9)* credits earned an additional \$1000 will be added to the individual's base salary. This amount will be added to the base salary at the beginning of the subsequent year. *Credits in excess of 9 will be reserved for future processing.
- 48.2.2 Any employee who receives an additional approved degree other than the minimum academic degree required at hire, shall receive \$1000 added to the base of their salary upon successful completion of that degree. This amount will be added at the beginning of the contract year.
- These credits referenced above may be earned in graduate or undergraduate level coursework related to the individual's work or degree program.
- 48.2.3 For attendance at non-credit workshops offered by colleges/university, or other organizations related to the individual's work, the following payment will be made upon completion. Workshops paid for by the College are not eligible for this stipend.
- a. \$150 stipend will be awarded for every 15 workshop hours completed.
- b. Up to a maximum of \$450 per contract year.
- 48.2.4 Professional Certifications – To support and encourage investment in one's professional growth, members who receive additional certification directly related to their field will have a one-time payment of \$500.00, not added to base salary. This certification must be granted by a professional organization in the member's field and must be approved in advance by their Vice President.
- 48.3 To ensure credit for professional growth activities as well as degree completion credit, prior approval is recommended, but not required. Forms PG1 and PG2 should be submitted to request the above referenced incentives for professional growth. The President's Cabinet members have sole discretion to approve activities for professional growth credit.

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

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 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 along and have 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.

48.4 Professional Development

(a) The College shall make every reasonable effort to arrange employees' work schedules to accommodate employees in approved professional development activities.

(b) All employees shall be allowed release time to participate in approved* professional development activities scheduled by the College on campus and will be scheduled in such a way as to permit as many as possible to participate without disruption of routine activities.

(c) Employees who participate in approved professional development activities which will benefit the college shall be granted release time for their participation consistent with the fulfillment of their work obligation.

*Approvals includes: Professional development activities related to current and/or future work assignment(s), scheduling, and budgetary capacity.

ARTICLE 49. EVALUATION

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

49.2 Performance Appraisal

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

49.2.2 The Performance Appraisal is the annual process used to assess performance, establish goals, encourage professional development, and reevaluate job functions and/or employment status when appropriate.

49.2.3 Key Elements of the Performance Appraisal

49.2.3.1 The Year in Review.

49.2.3.2 Priorities and planning for the coming year.

49.2.3.3 Reevaluate job functions

49.2.4 Procedures for the Performance Appraisal

49.2.4.1 Using the Performance Appraisal Form, annexed as “Appendix A”, the Performance Appraisal will be completed annually by employees who were appointed as of March 1 of the fiscal year in review and their respective supervisor.

49.2.4.2 Employee drafts response(s) using the Performance Appraisal Form (Appendix A).

49.2.4.3 Supervisor reviews and responds to employee’s responses, adding comments and reflections to the Performance Appraisal Form.

49.2.4.4 Employee and supervisor meet to have the Performance Appraisal discussion.

49.2.4.5 Revisions to the Performance Appraisal Form may be made after the discussion by either party.

49.2.4.6 Both the employee and supervisor will sign off on the final Performance Appraisal Form.

49.2.4.7 Supervisor will make a copy of the evaluation package (as defined in section 49.4) for the employee.

49.2.4.8 The evaluation package will be sent to the Department of Human Resources and/or the next level supervisor if required.

49.2.5 Procedure for the Colleague Evaluation – Probationary Appointment Only

49.2.5.1 The Colleague evaluation will be completed annually for probationary employees who were appointed as of March 1 of the fiscal year in review using the questionnaire annexed as “Appendix B”.

49.2.5.2 The questionnaires as part of the colleague evaluation process shall occur in the following manner.

a. Employee will suggest to the supervisor 3-5 colleagues to send for the colleague evaluation response. Supervisor will solely decide if the employee’s colleague suggestions are acceptable. Supervisor shall disseminate the evaluation questionnaires.

b. The dissemination of evaluation questionnaires will be spread from April 1 to May 15 so as to provide ample time for the thoughtful completion of such questionnaires by those responding.

c. Signed and completed responses to the evaluation questionnaires will be returned to both the employee and the supervisor before commencing the Performance Appraisal Form.

49.3 Performance Evaluation for those appointed after March 1 of the fiscal year in review

49.3.1.1 A performance evaluation conversation will occur between the supervisor and employee sometime between August 1 & August 15. The supervisor will promptly send a memorandum to the Human Resources Department confirming that a performance evaluation conversation has taken place and what was specifically discussed on a specified date. A copy of this memorandum will also be sent to the individual.

49.3.1.2 The College and the Association encourage frequent and ongoing conversation. In the event that the supervisor is concerned with any aspect of an employee's performance, the supervisor shall inform the employee in writing of the concern, and will outline suggestions and expectations for solving the problem.

49.4 Evaluation Package

49.4.1 The evaluation package will contain:

1. Completed Performance Appraisal Form (see section 49.2.3)
2. Completed Colleague Evaluations (see section 49.2.4)
3. Other documents deemed pertinent, e.g. on-going reviews

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

- Between March 1 & March 31 - Colleague questionnaire recipients identified (Probationary Appointment Only)
- April 1 - Colleague questionnaires distributed by supervisor to appropriate recipients (Probationary Appointment Only)
- By May 15 - Colleague questionnaires, completed and returned to both the supervisor and employee. (Probationary Appointment Only)
- Between June 1 & June 30 - Employee completes Performance Appraisal Form and submits to supervisor
- Between July 1 & July 31 - Supervisor drafts response(s) to employee Performance Appraisal Form.
- Between August 1 & August 15 - Supervisor meets with the employee to review the employee submission, supervisor response(s) and finalize

- Between August 15 & August 31 - Evaluation package sent to the Department of Human Resources or to the next level supervisor, as appropriate

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

ARTICLE 50. QUALITY STEP INCREASE SYSTEM

Two Quality Step increases (Quality Step 1 and 2), each equal to **2.5%** of midpoint of range in year in which award is paid, will be available after an individual has attained administrative appointment. Individuals will apply for Quality Step increases in the spring of each year based on the procedures outlined below or (to be developed by the College).

Quality Step Eligibility

- Quality Step 1 - Individuals are eligible to apply who have at least three (3) years of service since receiving administrative appointment;
- Quality Step 2 - Individuals are eligible to apply who have at least four (4) years of service since receiving Quality Step 1;
- Quality Step 3 - Individuals are eligible to apply who have at least five (5) years since receiving Quality Step 2. Awards become effective upon selection by the President. Each contract year, three (3) awards may be granted and **\$ 3,000** will be given to the employee at the beginning of the year the award is paid. The recipient will be eligible to receive the award once every five (5) years.

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

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

Quality Step Procedures

The award of a Quality Step shall be at the sole discretion of the College consistent with the procedures herein.

By February 1, the Human Resources Department will send a notice to each administrator eligible to apply for a quality step increase. A copy of the notice will be set to the administrator's supervisor and/or member of the President's Cabinet, as applicable.

By March 1, the applicant will submit a letter of advocacy (maximum of two pages) to their supervisor, with copies to the Human Resources Department. The applicant may submit up to five supporting documents with their letter of advocacy for consideration during the review process. Summaries of, and/or excerpts from the dialogue may be included in a supporting document. Supporting documents should be recent, within the last 5 years.

By April 1, the supervisor will recommend or not recommend the request in writing to the member of the President's Cabinet, when applicable, with a copy to the applicant and the Human Resources Department. The written recommendation will include a justification of their recommendation. Responses must be limited to 1-2 pages. The applicant will have the opportunity to request a meeting with the supervisor to discuss the recommendation. Note: When the supervisor is a member of the President's Cabinet recommendations must be completed by May 1.

May 1, the President's Cabinet member will recommend or not recommend the request in writing with a copy to the applicant, the applicant's supervisor and the Human Resources Department. The written recommendation will include a justification of the recommendation. Responses must be limited to 1-2 pages. The applicant will have the opportunity to request a meeting with the President's Cabinet member to discuss the recommendation. Applicants not recommended, shall have the opportunity to confer with their immediate supervisor and/or Cabinet member to discuss reasons for non-recommendation and shall, upon request, receive a written statement outlining the reason for non-recommendation.

By May 30, the Human Resources Department will send the applicant's letter of advocacy and supporting documents, the supervisor's recommendation, and the Cabinet member's recommendation, to the President.

By the July Board of Trustees meeting, the President will make a recommendation to the Board. The final decision will be that of the President and the Board of Trustees. The President's Office will communicate the Board's decision to all applicants.

ARTICLE 51. EMPLOYMENT SECURITY

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

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

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

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

ARTICLE 52. APPOINTMENT

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

52.1 Temporary Appointment

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

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

52.2 Probationary Appointment

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

Current bargaining unit members holding an administrative appointment who are appointed to fill a vacancy or a newly created administrative staff position shall be given a one-year probationary appointment, normalized according to paragraph 3 of this article. Such probationary appointment shall be pursuant to all terms, obligations, and timelines of this agreement.

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

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

Employees transferring to PAA from another bargaining unit may apply to Human Resources for a shortened period of probation considering years of service to the College as well as the nature of current and previous work performed.

52.3 Administrative Appointment

Members of the administrative staff who have successfully completed the period of probation will be granted an administrative appointment to the College. Upon receiving administrative appointment the employee will receive an increase on base salary of \$1,000 in the next year's contract. Administrative appointments continue from year to year, assuming satisfactory service by the employee and continuation of the position.

52.4 Salary Periods and Appointment Year

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

52.4.2 Appointment Year

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

ARTICLE 53. INTERNET REIMBURSEMENT

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

ARTICLE 54: FITNESS CENTER

Bargaining unit 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 55: NYSUT MEMBER BENEFITS

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

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

ARTICLE 56. LABOR /MANAGEMENT COMMITTEE

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

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

ARTICLE 57. CONTRACT DISTRIBUTION

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

For the Association: James May Jr Date: 12/20/2024

For the College: Jay Greenwald Date: 12/18/24

Appendix A

PAA Performance Appraisal Form

Refer to Article 49 for definitions process guidance.

Answer the following questions to provide a basis to:

- Establish and clarify expectations
- Initiate discussion and agreement on accomplishments, objectives, goals and development plans
- Reevaluate job functions and/or employment status when appropriate

The Year in Review

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

Planning for the Year Ahead

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

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

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

Appendix B

Colleague Questionnaire – Probationary Appointment Only

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

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

*Consider, but don't be limited by, the following areas: Job functions, organization, decision-making, resource management, leadership, communication, interpersonal relationships.

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