

AGREEMENT

between

TOMPKINS CORTLAND COMMUNITY COLLEGE

and the

PROFESSIONAL ADMINISTRATORS ASSOCIATION

SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2013

ARTICLE 1. PREAMBLE

This settlement, effective the first day of September, 2008, shall remain in force and effect through the thirty-first day of August, 2013. 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, religion, national origin, sex, age, marital status, disability, sexual orientation, veteran status or any other basis as prohibited by federal or New York State Law.

ARTICLE 5. SAVINGS CLAUSE

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

ARTICLE 6. DEFINITIONS

ACTIVE: Employees currently receiving salary payment from the College.

CALENDAR YEAR: January 1 through December 31.

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

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

EMPLOYEE: Individuals covered by this Agreement.

FISCAL YEAR: September 1 through August 31.

FULL-TIME: All employees contracted for 1.0 FTE.

LAYOFF: Termination of employment - see Article 46.

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

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

WORK WEEK: Refer to Work Week Clause Article 12.

ARTICLE 7. ASSOCIATION RECOGNITION/STATUS

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

Academic Computer Specialist
Admissions Advisor
Alumni Development Assistant
Annual Campaign Coordinator
Assistant Director of Admissions – External Operations
Assistant Director of Admissions – Internal Operations
Assistant Director of Budget and Finance
Assistant Director of Financial Aid – Operations
Assistant Director of Financial Aid/Veterans Affairs
Assistant Director of Safety and Security
Associate Dean for Institutional Research & Organizational Learning
Associate Dean of Curriculum
Business Development and Training Specialist
Business Operations Manager – Enrollment Services Center
College Editor
Computer Specialist
Computer Support Associate
Coordinator of Global ESOL Programs
Coordinator of Learning Technology Services
Director of Safety and Security
Director of Admissions
Director of Alumni and Development
Director of Campus Activities
Director of CollegeNow
Director of Counseling, Career and Transfer Services
Director of Facilities

Director of Financial Aid
 Director of Major Gifts
 Director of Multicultural Services
 Director of TC3 Global Program Administration
 Director of TC3 Global Program Development
 Director of TC3.Biz
 Director of Tech-Prep Program
 Financial Aid Counselor
 Foundation Accountant
 Global Initiatives Coordinator
 Graphic Designer
 Library Director
 Manager of Academic Computer Services
 Manager of Administrative Software Systems
 Operations Manager
 Programmer
 Public Information Officer/Sports Information Coordinator
 Registrar
 Research and Planning Analyst
 Senior Admissions Advisor
 Senior Financial Aid Counselor/Systems Specialist
 Senior Systems Administrator
 Systems Administrator
 Web Communications Manager

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

- 7.6 The Association shall certify to the College, in writing, the current annual dues of the Association and provide the College with an Association approved voluntary dues deduction authorization form. The Association shall give the College not less than thirty (30) calendar days written notice prior to the effective days of any change in either annual dues or the authorization form.
- 7.7 The College agrees to deduct the annual dues of the Association from the salary of a bargaining unit member who voluntarily authorizes the same, in writing, on forms prescribed by the Association. Such authorization for deduction shall be for the current fiscal year but may be revoked at any time by the member, in writing. Deductions shall be equal to the annual or prorated dues of the Association divided by the number of pay periods remaining in the fiscal year following filing of the authorization. Dues shall be deducted over the twenty-six (26) pay periods commencing in September and concluding in August. The College shall, within ten (10) days following each pay period in which dues deductions are made, transmit the amount so deducted to the Association.
- 7.7.1 The Association shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or for reason of, action taken by the College, in reliance upon payroll deduction authorization cards submitted by the Association to the employer.
- 7.8 The Association shall be entitled to the benefit of the provisions of the "agency shop" legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the bargaining unit employees and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of said agency shop legislation. Percentage determination as above shall be as of 45 calendar days after the signing of the contract, and thereafter on each successive September 15 during the Agreement term.
- 7.9 Association representatives shall have the right to transact Association business on College premises at any reasonable time, provided same does not interfere with the work obligation of any employee of the College.
- 7.10 The President of the Association shall be granted up to nine (9) days of compensation per year for work related to the Association.
- Both parties will make every effort to have hearings, meetings, and proceedings scheduled so as to minimize disruptions of administrative responsibilities.
- 7.11 There will be a bulletin board at a location agreed upon by the parties hereto, under the exclusive control of the Association.
- 7.12 In the event of the reorganization of the College, the College shall notify the President of the Association of such intent not less than three (3) months prior to the effective date. The President of the College and the President of the Association may modify the three (3) months notification requirement by mutual agreement.

ARTICLE 8. MANAGEMENT RIGHTS

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

ARTICLE 9. AMENDMENTS

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

ARTICLE 10. RE-OPENER

All terms and conditions of the Agreement will remain in effect to the date of termination of this Agreement with the intent to open discussions of future Agreements to commence on or about January 14, 2013.

ARTICLE 11. SCOPE OF AGREEMENT

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

ARTICLE 12. WORK WEEK

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

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

ARTICLE 13. REPORTING OF ABSENCES

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

ARTICLE 14. FAMILY LEAVE

- 14.1 Five days of family leave (for death or illness in the immediate family) shall be allowed in each contract year for full-time bargaining unit members (prorated for part-time employees).
- 14.2 Family leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.
- 14.3 Family leave will not accrue from year to year, but if not used, will accrue to the employee's annual sick leave.

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

ARTICLE 15. PERSONAL LEAVE

- 15.1 Three days of leave for personal business shall be allowed for each contract year for full-time bargaining unit members (prorated for part-time employees).
- 15.2 Personal leave time must be reported to the supervisor. Whenever possible, the employee will notify the supervisor twenty-four (24) hours in advance of the leave.
- 15.3 Personal leave days will not accrue from year to year, but if not used during the contract year, they will accrue to the employee's annual sick leave.
- 15.4 It is the responsibility of the employee to report used personal leave biweekly to his/her supervisor.
- 15.5 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting personal leave earned and used for each bargaining unit member.

ARTICLE 16. VACATION LEAVE

- 16.1 A twelve-month bargaining unit member earns twenty days of paid vacation per year accrued at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.
- 16.2 A ten-month bargaining unit member will accrue vacation at the rate of 1.667 days per month until they complete 7 years of service at which time they will accrue vacation at the rate of 1.8 days per month, when the bargaining unit member completes 10 years of service they will accrue vacation at the rate of 2.0 days per month (vacation days earned will be prorated for part-time employees). Days earned and not used shall accrue year to year to a maximum of (30) work days. Days earned over thirty but not used will be lost except that the employee will automatically receive pay for one (1) unused vacation day per year when 31 days have been accumulated.
- 16.3 All vacation time must be requested of and approved by the immediate supervisor. It is the intent of the College to ensure that all bargaining unit members are provided with opportunities to avail themselves of earned vacation time. The Human Resources Department is responsible for confirming the amount of accrued vacation time.

- 16.4 Earned vacation time remaining unused shall be paid to a bargaining unit member upon the termination of his/her employment with the College, or death.
- 16.5 It is the responsibility of the employee to report used vacation leave biweekly to his/her supervisor.
- 16.6 It is the responsibility of the Human Resources Department to maintain appropriate records reflecting vacation time earned, used and accrued for each bargaining unit member.

ARTICLE 17. SICK LEAVE

17.1 Accrual

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

17.2 Sick Bank

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

The sick bank is operated in the following manner:

- 17.2.1 Each professional staff member shall contribute to the bank two sick leave days per employment year.
- 17.2.2 The sick leave days contributed by the bargaining unit member shall accrue from year to year to a maximum of 450 days. If the bank reaches the maximum, members of the bargaining unit will not contribute to the sick bank. When the sick bank drops to 325 days, bargaining unit members will each contribute the equivalent of 2 sick leave days per employment year until the bank again reaches the 450 days maximum.
- 17.2.3 Requests for the sick bank reserve shall be made to the Human Resources Department. The President of the Association and the President of the College or their respective designees shall approve the sick bank withdrawals.

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

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

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

ARTICLE 18. LEAVE POLICY - Administrative Paid

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

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

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

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

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

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

18.4 Paid Administrative Leave: At the recommendation of the President, the Board of Trustees may award a total of not more than sixty (60) months of leave at full pay or equivalent to be divided among the applicants selected during the period September 1, 2008 through August 31, 2013.

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

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

18.5 Outside Income: Members of the administrative staff on administrative leave may accept fellowships, grants in aid, or earned income to assist in accomplishing the purposes of their leaves. This earned income shall not affect the individual's compensation from the College.

18.6 Benefits: All fringe benefits shall continue while the individual is on administrative leave with pay.

18.7 Obligation on Return - College: The College recognizes that a paid leave is a temporary absence and at its conclusion the recipient will return to the position held when the leave

began with all salary and benefits. Any modification in salary and/or benefit programs will be implemented for the individual on paid administrative leave on the effective date of such change.

- 18.8 Obligation on Return - Employee: Upon return, the applicant will submit to the President a report of accomplishments specifically addressing the stated objectives to have been accomplished while on administrative leave.

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

TABLE 1

Administrative Leave Eligibility and Conditions

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

ARTICLE 19. LEAVE WITHOUT PAY

- 19.9.1 The President may grant a leave of absence to bargaining unit members without pay, to a maximum of one year.
- 19.9.2 Requests shall be made in writing and submitted to the President as far in advance as possible of the requested effective date of leave.
- 19.9.3 The staff member shall have the right to return to the employ of the College at the end of the leave.
- 19.10 Health Insurance and Income Coverage Protection for Persons on Authorized Leave: A staff member who is on authorized leave without pay may continue his/her health insurance coverage and income protection coverage during the period his/her contribution is not being deducted from his/her pay by remitting direct payments covering both the employer and the employee's share of the premium to the Business Office 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. the birth of a son or daughter of the employee and the care of such son or daughter;
or
- b. the placement of a son or daughter with the employee for adoption or foster care; or
- c. the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- d. serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

- 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.
- 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.

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 Excellus Blue Cross Blue/ Shield plan will pay \$5 for generic prescriptions, \$10 for brand name prescriptions and \$25 for non-formulary prescriptions.

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

participate with the College, the county, and other bargaining groups covered by the county's health insurance programs in a review of the health insurance plan.

22.2 Any employee who has not enrolled in the health insurance plan shall receive a \$400 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 will provide a flexible spending account for all members of this Association. The College will select a vendor to administer this program and will assume the administrative costs so long as the cost do not exceed savings to the College. If the costs exceed savings the employees will pay a prorated share of the cost of the program.

ARTICLE 23. HOLIDAY SCHEDULE

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
Labor Day	Sept. 01, 2008	Sept. 07, 2009	Sept. 06, 2010	Sept. 05, 2011	Sept. 03, 2012
Thanksgiving	Nov. 27, 2008	Nov. 26, 2009	Nov. 25, 2010	Nov. 24, 2011	Nov. 22, 2012
Friday after Thksg.	Nov. 28, 2008	Nov. 27, 2009	Nov. 26, 2010	Nov. 25, 2011	Nov. 23, 2012
Winter Holiday	Dec. 24, 2008	Dec. 25, 2009	Dec. 27, 2010	Dec. 23, 2011	Dec. 24, 2012
Winter Holiday	Dec. 25, 2008	Dec. 28, 2009	Dec. 28, 2010	Dec. 26, 2011	Dec. 25, 2012
Winter Holiday	Dec. 26, 2008	Dec. 29, 2009	Dec. 29, 2010	Dec. 27, 2011	Dec. 26, 2012
Winter Holiday	Dec. 29, 2008	Dec. 30, 2009	Dec. 30, 2010	Dec. 28, 2011	Dec. 27, 2012
Winter Holiday	Dec. 30, 2008	Dec. 31, 2009	Dec. 31, 2010	Dec. 29, 2011	Dec. 28, 2012
Winter Holiday	Dec. 31, 2008	-----	-----	Dec. 30, 2011	Dec. 31, 2012
Winter Holiday	----	-----	Jan. 03, 2011	Jan. 02, 2012	-----
New Year's Day	Jan. 01, 2009	Jan. 01, 2010	-----	----	Jan. 01, 2013
M.L. King Day	Jan. 19, 2009	Jan. 18, 2010	Jan. 17, 2011	Jan. 16, 2012	Jan. 21, 2013
Spring Day	*	*	*	*	*
Memorial Day	May 25, 2009	May 31, 2010	May 30, 2011	May 28, 2012	May 27, 2013
Independence Day	July 03, 2009	July 02, 2010 July 05, 2010	July 04, 2011 July 05, 2011	July 04, 2012	July 04, 2013

*Friday at the end of Spring recess week

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

Veterans are entitled to Veterans Day off.

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

ARTICLE 24. RELIGIOUS OBSERVANCES

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

ARTICLE 25. RETIREMENT

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

25.1.1 New York State Employees' Retirement System

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

- a. Teachers' Insurance and Annuity Association and College Retirement Equities Fund (TIAA-CREF);
- b. ING Life Insurance and Annuity Company;
- c. MetLife and Affiliated Companies;
- d. AIG Variable Annuity Life Insurance Company (VALIC).

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

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

25.4 College makes appropriate retirement contributions based on the employee's salary and hire date. The employee contributions are as follows:

- a. ERS – 3% of salary for the first 10 years of membership; no contributions after 10 years;
- b. ORP – 3% of salary for the first 10 years of membership; no contributions after 10 years.

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

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

ARTICLE 27. OUTSIDE EMPLOYMENT

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

ARTICLE 28. PREFERENTIAL CANDIDATE STATUS

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

ARTICLE 29. RECRUITMENT

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

ARTICLE 30. COPYRIGHT AND PATENT PROPOSAL

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

ARTICLE 31. PERSONNEL FILES

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

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

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

ARTICLE 33. DENTAL PLAN

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

ARTICLE 34. 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 contribute a fixed dollar amount not to exceed \$8.50 toward the monthly premium of each enrollee.

ARTICLE 35. 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 36. MEALS AND MILEAGE

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

ARTICLE 37. 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 \$50 per year.

ARTICLE 38. TUITION WAIVER

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

ARTICLE 39. 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.

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

39.1.1 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.

39.1.2 Supervisor shall mean immediate supervisor.

39.1.3 President is the President of the College.

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

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

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

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

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

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

39.2 Procedures

39.2.1 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.

39.2.2 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.

39.2.3 The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment.

- 39.2.4 The parties agree to facilitate any investigation which may be required and to make available documents, communication and records relevant to the grievance.
- 39.2.5 An aggrieved party and any party-in-interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
- 39.2.6 The grievant has the right to be represented by the Association or any other representative of the grievant's choice.
- 39.2.7 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.
- 39.2.8 Forms for filing grievances will be provided by the Human Resources Department. They will be available on the College's network.
- 39.2.9 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.

39.3 Time Limits

- 39.3.1 The time limits specified for either party may be extended only by mutual agreement.
- 39.3.2 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.
- 39.3.3 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.
- 39.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

39.4 Stages of Grievance Procedure

Stage 1

- 39.4.1 The aggrieved party will discuss his/her grievance with his/her supervisor, with the objective of resolving the matter informally.
- 39.4.2 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

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

Stage 3

- 39.4.4 If the aggrieved is not satisfied with the written decision at the conclusion of Stage 2 and wishes to proceed further, he/she shall, within (10) ten days, file a written appeal (including copies of the decision) to the President. Additional copies of the appeal should be provided to the Human Resources Administrator and the Association.
- 39.4.5 Within ten (10) days after receipt of the appeal, the President or a duly authorized representative shall hold a hearing with the aggrieved and/or his/her representative, the Association's designated representative(s) and all other parties-in-interest.
- 39.4.6 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

- 39.4.7 If the Association is not satisfied with the decision at Stage 3 and wishes to proceed further the Association may, within ten (10) days of receipt of the decision of Stage 3, submit the matter to arbitration by written submission to the American Arbitration Association with a copy to the Human Resources Administrator. The parties will be bound by the Voluntary Arbitration Rules and Procedures of the American Arbitration Association or the Public Employee Relations Board in the selection of an arbitrator in the hearing and all matters related thereto. The President of the College and the President of PAA will agree on the selection of the arbitration organization.
- 39.4.8 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions.
- 39.4.9 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.

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

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

ARTICLE 40. SALARY PLACEMENT

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

40.1 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.

40.2 Movement to Different Classification Levels and Positions

40.2.1 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 \$500 above the employee's current salary whichever is greater.

40.2.2 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.

40.2.3 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.

40.2.4 Reclassification to Lower Grade

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

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

ARTICLE 41. SALARIES

The College and the Association agree to salary increases for 2008-2009 through 2012-2013 as follows:

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

All employee salaries will be increased as follows:

- 2008-2009 by 1.6% added to the prior year's base plus \$750
- 2009-2010 by 3.25% added to the prior year's base plus \$500
- 2010-2011 by 3.25% added to the prior year's base plus \$500
- 2011-2012 by 3.5% added to the prior year's base plus \$500
- 2012-2013 by 3.5% added to the prior year's base plus \$500

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

Salary ranges for all grades shall be increased as follows:

- 2008-2009 by 2%; except for:
 - Grade 1, which will be increased by 3.75%
 - Grade 2, which will be increased by 3.2%
 - Grade 3, which will be increased by 2.5%
- 2009-2010 by 3%; except for:
 - Grade 1, which will be increased by 4.75%
 - Grade 2, which will be increased by 4.2%
 - Grade 3, which will be increased by 3.5%
- 2010-2011 by 3.5%; except for:
 - Grade 1, which will be increased by 5.25%
 - Grade 2, which will be increased by 4.7%
 - Grade 3, which will be increased by 4.0%
- 2011-2012 by 4%; except for:
 - Grade 1, which will be increased by 5.75%
 - Grade 2, which will be increased by 5.2%
 - Grade 3, which will be increased by 4.5%
- 2012-2013 by 4%; except for:
 - Grade 1, which will be increased by 5.75%
 - Grade 2, which will be increased by 5.2%
 - Grade 3, which will be increased by 4.5%

**ADMINISTRATIVE SALARY RANGES
9/1/08 – 8/31/09**

Percent increase to range = 0.02

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	29,442	33,122	36,802	44,163	14,721	50.00%
II	35,359	39,779	44,198	53,038	17,679	50.00%

III	41,149	46,293	51,437	61,724	20,575	50.00%
IV	46,952	52,821	58,690	70,428	23,476	50.00%
V	52,952	59,571	66,190	79,428	26,476	50.00%
VI	58,951	66,320	73,689	88,427	29,476	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/09 – 8/31/10**

Percent increase to range = 0.03

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE SPREAD
I	30,840	34,695	38,550	46,260	15,420	50.00%
II	36,844	41,449	46,055	55,266	18,422	50.00%
III	42,589	47,913	53,237	63,884	21,295	50.00%
IV	48,360	54,405	60,450	72,541	24,180	50.00%
V	54,540	61,358	68,176	81,811	27,270	50.00%
VI	60,720	68,310	75,900	91,079	30,360	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/10 – 8/31/11**

Percent increase to range = 0.035

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE WIDTH
I	32,459	36,517	40,574	48,689	16,230	50.00%
II	38,576	43,397	48,219	57,863	19,288	50.00%
III	44,293	49,830	55,366	66,440	22,147	50.00%
IV	50,053	56,310	62,566	75,079	25,026	50.00%
V	56,449	63,506	70,562	84,674	28,225	50.00%
VI	62,845	70,700	78,556	94,267	31,422	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/11 – 8/31/12**

Percent increase to range = 0.04

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE WIDTH
I	34,326	38,616	42,907	51,489	17,163	50.00%
II	40,581	45,654	50,727	60,872	20,291	50.00%
III	46,286	52,072	57,858	69,429	23,143	50.00%

IV	52,055	58,562	65,069	78,083	26,028	50.00%
V	58,707	66,046	73,384	88,061	29,354	50.00%
VI	65,359	73,528	81,698	98,038	32,679	50.00%

**ADMINISTRATIVE SALARY RANGES
9/1/12 – 8/31/13**

Percent increase to range = 0.04

GRADE	MINIMUM	CONTROL POINT	MIDPOINT	MAXIMUM	RANGE WIDTH	RANGE WIDTH
I	36,300	40,837	45,374	54,449	18,150	50.00%
II	42,692	48,028	53,365	64,038	21,346	50.00%
III	48,369	54,415	60,461	72,554	24,185	50.00%
IV	54,137	60,904	67,672	81,206	27,069	50.00%
V	61,056	68,688	76,320	91,583	30,528	50.00%
VI	67,973	76,470	84,966	101,959	33,986	50.00%

ARTICLE 42. 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:

- 42.1 The administrative staff member must meet the qualifications for the teaching assignment as determined by the Provost and Vice President or his/her designee.
- 42.2 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.
- 42.3 The overload teaching assignment must be limited to no more than four credit hours per semester including the summer session.
- 42.4 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.
- 42.5 Guidelines for Teaching Overload
 - 42.5.1 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)

- 42.5.2 Placement at the Level 2 rate may also be made if one of the following conditions exists:
- 42.5.2.1 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.).
 - 42.5.2.2 For those in vocational courses, fifteen or more years of experience in a job which is directly related to the subject matter being taught.
 - 42.5.2.3 High executive office in business or industry if that position relates to the subject matter to be taught.
- 42.5.3 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.)
- 42.5.4 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 Academic Dean in consultation with the appropriate Associate Dean.
- 42.6 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.
- 42.7 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 43. ADMINISTRATIVE STAFF - OVERLOAD NON-INSTRUCTIONAL

- 43.1 Non-Instructional Activity not related to an existing job description will be paid at a rate for the activity as determined by the College.
- 43.2.1 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

- 43.2.2
 - 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.
- 43.2.3 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.
- 43.3 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.
 - 43.3.1 Grade I and II will be paid the average of the combined minimum hourly/daily rate for instructors/assistant professors.
 - 43.3.2 Grade III and IV will be paid the minimum hourly/daily rate for associate professors.
 - 43.3.3 Grade V and VI will be paid the minimum hourly/daily rate for professors.

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

ARTICLE 44. TERMINATION

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

- 44.1 Voluntary Termination
 - 44.1.1 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.
 - 44.1.2 The administrative staff members shall provide the College with at least 30 calendar days written notice of voluntary termination.

44.2 Involuntary Termination

44.2.1 Management has the right to terminate for just cause.

44.2.2 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 45. VOLUNTARY SEPARATION INCENTIVE

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

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

ARTICLE 46. 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.

46.1 Reassignment/Layoff

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

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

46.2 Notification Related to Retrenchment or Reorganization of Positions

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

46.3 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.

46.4 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 47. PROFESSIONAL GROWTH INCENTIVE

47.1 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.

47.2 To support and encourage investment in one's professional growth, the following compensation schedule is proposed. 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.

47.2.1 For each nine (9) credits earned in each three (3) year period an additional \$500 will be earned and added to the individual's base salary. This amount will be added to the base salary at the beginning of the subsequent year.

47.2.2 Any employee who receives an additional approved degree other than the minimum academic degree required at hire, shall receive \$500 added to the base of their salary upon successful completion of that degree. This amount will be added at the beginning of the contract year.

These credits referenced above may be earned in any one of the following ways:

- a. Graduate level course work related to the individual's plan for professional growth.
- b. Undergraduate course work that is related to the individual's plan for professional growth.
- c. Workshops, offered by colleges/universities, or other organizations related to the individual's plan of professional growth.

Attendance at these workshops will earn credit at the ratio of 15 hours of workshop attendance for each credit.

47.3 To ensure credit for professional growth activities as well as degree completion credit, prior approval is required using Form PG-1 and PG-2. The President/Deans have sole discretion to approve activities for professional growth credit.

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

47.4 PGI Joint Committee

It was agreed to establish a joint committee that would study issues related to professional development to include PGI and to develop a joint recommendation to PAA and the college administration no later than December 19, 2008. (implicit in this is that it will result in an MOA.)

ARTICLE 48. EVALUATION

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

48.1.1 Establishing clarity of expectations

48.1.2 Assessment of the performance of each administrative staff member.

48.1.3 Suggestions for the improvement of the performance of job-related activities.

48.1.4 Reevaluation of job functions, when appropriate.

48.1.5 Decisions regarding the employment status of the individual.

This evaluation system includes three main phases:

- Developing the Annual Plan
- Ongoing Reviews
- Year-end Annual Review

The specifics of these three phases follows:

48.2 Developing the Annual Plan

48.2.1 At the beginning of the academic year the staff member and supervisor will meet to review the professional's job description and to develop the annual plan. The annual plan should consist of operational responsibilities, problem solving, college service and professional development.

48.2.2 The annual plan will reflect a balance between work load and work schedule, will respond to college/division/department goals for the year, and will be approved by the supervisor.

48.3 Ongoing Reviews

48.3.1 The College and the Association agree that constructive and frequent feedback on professional performance is important to the development of the subordinate and supervisor alike as well as to their professional relationship.

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

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

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

48.3.2 In the event that the supervisor is dissatisfied with the performance of the subordinate, the supervisor shall:

48.3.2.1 Discuss these concerns with the employee as a first step to improve performance.

48.3.2.2 If the area of concern is not resolved within a reasonable time, the supervisor shall inform the subordinate in writing of the concern and provide suggestions for solving the problem.

48.3.2.3 These oral statements of concern or written suggestions may be presented at the three-month and mid-year tracking meetings; however, these comments or suggestions may also be presented to the subordinate at any time the supervisor may deem such communication appropriate.

48.4 Year End Annual Report

48.4.1 Key Elements of Annual Plan

48.4.1.1 Operational Responsibilities: Performance as demonstrated by success in:
a) carrying out duties and responsibilities, b) efficiency, c) productivity, d) quality of work, and e) interpersonal relationships with colleagues.

48.4.1.2 Problem Solving - As demonstrated by creativity or innovation in the field and/or implementation of professional projects or programs in their area.

48.4.1.3 College Service - As demonstrated by active participation in college governance and/or community service.

48.4.1.4 Professional Development - As demonstrated by continuing education, participation in professional organizations, attendance in training programs, research in the professional area, and attainment of additional degrees, licenses, honors, awards, or offices related to the area of expertise.

48.4.2 Procedure for Annual Evaluation

48.4.2.1 Comprehensive and Basic Forms of Evaluation

The procedure for the annual evaluation has two forms: a comprehensive form and a basic form. The difference between the two is that the comprehensive form includes questionnaires distributed to those who interact with the employee. Comprehensive evaluations are done on all employees in their first three years of service or until receipt of Administrative Appointment. Comprehensive evaluations are then done every third year of service on employees who have earned administrative appointment.

The dissemination of questionnaires as part of the comprehensive evaluation process shall occur in the following manner.

- a. For PAA members who supervise other employees of the College, a questionnaire (Appendix A) will be sent to all of those supervised. In addition, all employees being evaluated will identify a list of 8-12 peers or recipients. The supervisor and the employee will discuss this list and will reach agreement as to the names of individuals to be included on this list. If they can not mutually agree, the employee and supervisor will each select 4-6 names. Individuals who complete these questionnaires will be required to sign their name to the questionnaire. Only signed questionnaires will be included in the evaluation. Members of the PAA have the right to review the signed questionnaires in consultation with their supervisor.
- b. The dissemination of evaluation questionnaires will be spread from April 1 to June 30 so as to provide ample time for the thoughtful completion of such questionnaires by those responding.

48.4.2.2 Elements and Responsibilities for Final Evaluation

- a. The supervisor shall be responsible for the dissemination, collection and analysis of questionnaires used in the comprehensive evaluation.
- b. The employee shall be responsible for developing and submitting a self-evaluation to the supervisor.
- c. The supervisor shall prepare a written preliminary evaluation report.
- d. The report shall include a summary of the employee's performance in relation to the annual plan. Areas in need of improvement shall be identified where appropriate. Recommendations regarding changes in job function should also be identified if appropriate. The report may contain recommendations relating to the individual's employment status.
- e. The supervisor shall schedule a meeting to discuss the report with the employee.

- f. The supervisor and the employee shall meet to discuss the preliminary report. The supervisor will provide the employee with a written draft of this report. Prior to conclusion of the discussion, the employee and the supervisor shall discuss and propose some preliminary objectives and criteria for the next year. If the employee or supervisor desires, an additional meeting may be scheduled to further discuss the report.
- g. Based on the various evaluation components and the discussion with the employee, the supervisor shall prepare a final written evaluation which shall include those topics covered in the preliminary report and recommendations, if appropriate, for the improvement of the performance of job-related activities and the development of new objectives and criteria for the ensuing year.
- h. The employee and the supervisor will both sign the report with a copy to be given to the employee and the next person in direct line and authority over the supervisor.
- i. The employee may attach clarifying or rebuttal comments to the final report.
- j. The final evaluation package will contain:
 - 1. The Annual Plan
 - 2. A Mid-Year Tracking Report (if written)
 - 3. The self evaluation
 - 4. Relevant questionnaire survey results (if comprehensive review is required)
 - 5. The Supervisor's Annual Evaluation Report
 - 6. Other documents deemed pertinent

ARTICLE 49. QUALITY STEP INCREASE SYSTEM

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

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

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

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

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

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

ARTICLE 50. 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 51, 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 51. 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:

51.1 Temporary Appointment

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

- 51.1.1 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.
- 51.1.2 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 51.2 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.

51.2 Probationary Appointment

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

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

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

51.3 Administrative Appointment

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

51.4 Salary Periods and Appointment Year

51.4.1 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.

51.4.2 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 52. INTERNET REIMBURSEMENT

52.1 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 53. 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.

- 53.1 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.
- 53.2 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.
- 53.3 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.
- 53.4 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 54. CONTRACT DISTRIBUTION

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

CONTINUATION ITEMS:

Article 7.12, regarding reorganization of the College, Article 12, Work Week, and Appendix A, Performance Evaluation Process, have been referred to the new Labor/Management Committee for further review and possible recommendation to the President.

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

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

PROFESSIONAL ADMINISTRATOR'S ASSOCIATION
APPENDIX A
TOMPKINS CORTLAND COMMUNITY COLLEGE

PERFORMANCE APPRAISAL
Administrative Staff

The criteria used to evaluate the overall achievement of administrative employees in meeting their objectives are effectiveness of performance, professional ability, college service and professional development. This form is designed to collect information on the effectiveness of performance and professional ability of the following member of the administrative staff: _____ . Please rate this employee on each of the 11 items listed below using the scale to the right. You are encouraged to clarify or elaborate upon the way you rate this employee in a written comment following each item. Please return the completed form by _____ to the following office: _____, mail code _____.

RELEVANT		BELOW INADEQUATE	ABOVE AVERAGE	AVERAGE	AVERAGE	NOT OBSERVED/ OUTSTANDING	NOT
1. Job Knowledge (depth, currency, breadth)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
2. Judgement and Decisions (consistent, accurate, effective)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
3. Plan and Organize Work (timely and productive)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
4. Management of Resources (uses personnel and materials efficiently, explains tasks, identifies and sets priorities, encourages professional development)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
5. Leadership (initiative, advocacy, responsibility)	_____	_____	_____	_____	_____	_____	
COMMENTS:							

*****PLEASE TURN TO OTHER SIDE*****

RELEVANT		BELOW INADEQUATE	ABOVE AVERAGE	AVERAGE	AVERAGE	NOT OBSERVED/ OUTSTANDING	NOT
6. Adaptability to Stress (stable, flexible, dependable)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
7. Oral Communication (clear, concise, confident)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
8. Written Communication (clear, concise, coherent)	_____	_____	_____	_____	_____	_____	
COMMENTS :							
9. Professional Qualities (cooperative, persistent, thorough)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
10. Interpersonal Relationship (considerate, patient, understanding, supportive)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
11. Overall Performance (reflects the total appraisal of items 1-10)	_____	_____	_____	_____	_____	_____	
COMMENTS:							
12. Frequency of Interaction1		ROUTINELY	FREQUENTLY	OCCASIONALLY	SELDOM	OTHER	
COMMENTS:	_____	_____	_____	_____	_____	_____	

INDEX

Amendments5

Administrative Staff - Overload Instructional23

Administrative Staff - Overload Non-instructional24

Appointment32

Association Recognition/Status2

Contract Distribution33

Copyright and Patent Proposal14

Definitions1

Dental Plan15

Employment Security31

Equal Opportunity Declaration1

Evaluation27

Family Leave5

Family Medical Leave10

Grievance Procedure16

Health Insurance11

Holiday Schedule12

Income Protection15

Internet Reimbursement33

Labor/Management Committee33

Leave Policy8

Leave Without Pay.....10

Life Insurance15

Management Rights4

Mandatory Legislative Clause1

Meals and Mileage16

Off-Campus Administrative Assignments15

Outside Employment13

Past Practice1

Performance Appraisal - Administrative Staff35

Personal Leave	6
Personnel Files	14
Physical Exams	16
Preamble	1
Preferential Candidate Status	13
Professional Growth Incentive	26
Quality Step Increase System	31
Recruitment	14
Religious Observances	12
Re-Opener	5
Reporting of Absences	5
Retirement	12
Retrenchment or Reorganization of Positions	26
Salaries	20
Salary Placement	19
Savings Clause	1
Scope of Agreement	5
Sick Leave	7
Special Leave with Pay	10
Supplemental Retirement Annuity Program	13
Termination	25
Tuition Waiver	16
Vacation Leave	6
Voluntary Separation Incentive	25
Work Week	5