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Union Civil Service Employees' Association

Local

Occupations Represented
Multiple occupations represented

Bargaining Agency Tompkins Cortland Community College

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2004

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Notes

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Agreement between TC3 and The Civil Service Employees' Association, Inc.

January 1, 2000 - December 31, 2004

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Article 1: Preamble

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

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Article 2: Mandatory Legislative Clause

(Section 204(a) of the Taylor Law)

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

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Article 3: Introduction - Nomenclature

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

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Article 4: Length of Agreement

This agreement is to become effective January 1, 2000, for the five year agreement period to end December 31, 2004

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Article 5: Equal Opportunity Declaration

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

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Article 6: Savings Clause - Conflict with Federal or State Law

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

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

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Article 7: Recognition Clause

7.1

The College recognizes the Union as the sole and exclusive representative for those employees, in all departments, in positions listed in Exhibit A, (except for

personnel in the following offices which will be designated managerial/confidential: Dean of College Services office, the Payroll section of the Business Office, the Department of Personnel Services office, the Dean of Student Services office, Public Relations office, and the Office of the President. During the life of this Agreement, the College will not exceed a total of 7.0 FTE positions as managerial/confidential) and updated through December 1999, attached hereto and made a part hereof, a copy of the resolution adopted by the New York State Public Relations Board, dated October 30, 1972.

7.2.

In the event any new positions with new titles are created by the employer during the term of this Agreement, the Union shall be informed, in writing, 15 work days prior to the establishment of such new titles. In the event the Union and the employer cannot agree as to whether or not the job belongs in the Civil Service Employees Association bargaining unit, the matter shall be submitted to the N.Y.S. Public Employment Relations Board for decision.

7.3

Whenever possible the allocation of new positions to a labor grade shall be submitted to the union president for comments or suggestions.

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Article 8: Dues Deduction

8.1

Any present employee who is not a member of the Union need not become a member. Any present member who withdraws must pay the agency fee. If such employee becomes a member and later withdraws from the union the employee must pay the agency fee. Any person hired after January 1, 1988 shall become a member of the union or pay the agency fee within 60 days of hire. At such time as seventy-five percent (75%) of eligible employees become members, agency shop will be granted and all employees must either become members or pay the agency fee.

8.2

The College shall deduct from the wages of each employee requesting such deduction an amount determined by the Union as the regular dues for membership in the Union. Such deductions of dues and union-sponsored insurance* and benefit programs premiums shall be based upon data supplied by the Union. Such deduction shall be made from the first paycheck of each month as a single deduction and forwarded by the College to Civil Service Employees' Association, 145 Washington Ave, Albany, NY 12210.

8.3

Indemnification. The Union shall indemnify the College and any department of the College and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the College or any department of the College for the purpose of complying with the provisions of this Article.

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

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Article 9: Management Rights

Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the College are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, hours, scheduling, days off, and policies of the College; to determine the facilities, methods, means and number of personnel required for conduct of College programs; to administer the New York State Civil Service Laws and Rules, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy, and utilize the work force; to establish specifications for each class of positions and to classify and reclassify and to allocate or reallocate new or existing

positions in accordance with law; and or discipline or discharge employees in accordance with law and the provisions of this agreement.

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Article 10: Civil Service Employees Association Rights

10.1

Employees of the College shall have the right to form, join and participate in any employee organization of their own choosing or to refrain from forming, joining, or participating in any employee organization.

10.2

The Union shall have the sole and exclusive right with respect to other employee organizations to represent employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees' Fair Employment Act, or any other applicable law, rule, regulation, under the terms and conditions of this agreement to designate its own representative(s) and to appear before any official of the College to effect such representation, to direct and manage and to govern its own affairs.

10.3

On the effective date of this Agreement, the employer shall supply for the Unit President a list of all employees in the bargaining unit showing the employee's full name, job title, work location, Union membership status, and first date of employment. Such information shall hereafter be provided to the Unit on a quarterly basis.

10.4

The employer shall supply to the Unit on a monthly basis the name, work location, and date of hire of all new unit employees.

10.5

Also, the employer shall supply a listing of employees showing the work location of those who terminate their employment.

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Article 11: Reciprocal Rights

11.1

Biweekly communication meeting will occur between the CSEA President and the Personnel Administrator and/or designee(s). Standard agenda items will include personnel changes, perceived grievances/problems, rumors, and any other matters. Biweekly meetings may be cancelled by mutual agreement.

11.2

The College will designate areas of bulletin boards for Union use.

11.3

Three Union people, as listed* (the names of three (3) people will be submitted to the College Personnel Administrator by the Union Unit President or the Union Chief Steward. Only these individuals, named, will be involved in the investigation and presentation of alleged grievances) will be limited to 2.0 hours per week unless the meeting is called by the College. Note: If one of the three listed is the Union Chief Steward, he/she, in addition to the 2.0 hours, may have sufficient time to investigate and present alleged grievances with prior supervisory approval. The Union President is allowed 2.0 hours per week to conduct Union business with prior supervisory approval.

11.3.1

No other employees will be paid for Union activity;

11.3.2

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

11.3.3

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

11.4

The College agrees to allow up to five members of CSEA a maximum of three (3) days per year to attend Civil Service Employees Association conventions. The members must give their department heads and the College Personnel Services Department at least two weeks' notice of intent to attend such convention. If pay is desired for these three days off, vacation time may be used.

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

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Article 12: No-Strike Provisions

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

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Article 13: Definitions**13.1**

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

13.2

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

13.3

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

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

13.4

All temporary employees hired after January 1, 1990, for fewer than 121 calendar days shall not receive any of the following benefits: Supplemental Retirement Annuity (SRA), sick leave, sick leave bank, personal leave, family leave, holidays, vacation leave or health insurance. If an employee originally hired for fewer than 121 calendar days is continued for longer than 121 calendar days, he/she will receive the benefits as of the 121st calendar day. If an employee originally hired to work fewer than 121 calendar days receives a permanent or provisional appointment that employee shall be eligible for the above benefits as of the date of the new appointment.

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Article 14: WORK WEEK 14.1

The Grounds Division may be required to work Tuesday through Saturday. The Security Division may be required to work five shifts of the week for eight hours per shift.

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

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

14.2

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

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

14.3

Flextime: An employee may request or be requested to change an established work schedule to pursue a flextime schedule, within the limits of Section 1 above. If the department head and employee mutually agree to a flextime schedule, they shall notify the Department of Personnel Services in writing of the new schedule, its effective date and duration. If they cannot agree, they shall consult with the Department of Personnel Services for advice and recommendation. Any employee who works a flextime schedule will not gain any additional holiday time.

14.4

Shift Premium: Any shift which starts before 6:00 a.m. or after 11:59 a.m. shall be considered a special shift for which the College shall pay a shift premium of 5% of the current hourly salary of any employee on that shift, unless the employee is a part-time employee whose shift starts after 11:59 a.m. and ends no later than 6:00 p.m. Such premium shall be paid for all paid leaves, except vacation leave.

14.5

The College shall give the Union and the employee(s) a minimum of fifteen (15) to a maximum of thirty (30) calendar days notice of any permanent shift change. Shift changes shall be made on the basis of seniority among employees in titles appropriate to the nature of the work. The shift change will be offered first to the most senior individual working down to the least senior. If there are no volunteers then the least senior in title appropriate to the nature of the work will be required to work the new shift.

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Article 15: Contracting Out

15.1

If there is nonemergency work to be done which is included in the job description of employees, the College will first determine whether this work can be accomplished during the normal working hours of appropriate employees. If so, employees will be assigned this work. If the work cannot be done within regular assigned hours, the College will post said work as an overtime opportunity. Employees will have at least

two working days to respond to this request for overtime. If no employees respond to the request for overtime, the College has the right to contract for this work. If the posted job requires more than one individual and an insufficient number of employees volunteer, the College has the right to contract for this work. However, in this case it is the intent of the College to use bargaining unit members whenever possible.

15.2

The College will provide the Association with notification of its intent to use an outside contractor to perform nonemergency services which have not routinely been performed in the past by an outside contractor. The College and the Association will meet and confer regarding new projects to determine at that time, if the nature, scope and timing of the work to be done can be handled by members of the bargaining unit.

15.3

The above language does not constitute a waiver of any work within the job description of any employee within the bargaining unit.

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Article 16: Sick Leave**16.1**

All employees will accumulate one day of paid sick leave per month, prorated if part-time, to a total cumulative maximum of 130 days in the year 2000, 140 days in 2001, 150 days in 2002, 160 days in 2003, 170 days in 2004. Sick leave shall be used for personal illness, accident, including appointments with doctors and dentists and preventive health care visits.

16.2

Employees must report all absences or tardiness as soon as possible by contacting the department head and giving the following information: name, reason for absence and length of expected absence or tardiness.

16.3

Employees absent from work five or more consecutive days due to personal illness or injury, must submit a doctor's statement of disability covering the complete period of absence to the Department of Personnel Services before returning to work and/or receiving their salary.

16.4

A doctor's statement of disability shall be required from an employee for any absence due to personal illness or injury after that employee has submitted his/her resignation.

16.5

For each additional two-week period of absence, the employee may be required to submit a new doctor's statement of disability to the Personnel Services Department before receiving his/her salary.

16.6

A time card must be filled out for sick leave used within one week from the time the employee returns to work.

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Article 17: Sick Leave Bank**17.1**

The intent of the sick leave bank shall be to assist and aid staff members who have catastrophic illness or disability causing need for sick leave beyond that which they have earned and accrued. The sick leave bank will operate in the following manner.

17.2

The sick leave bank shall be composed of three sources:

1. A contribution by each employee of two days per year, one on April 1

and one on October 1, matched by a two hour for one contribution of hours by the College to a maximum of 1,500 hours provided by the College. Employee contributions will continue until the sick bank reaches 3,750 hours at which time employee contributions will cease. Any time the sick bank drops below 2,000 hours, employees will contribute a day.

2. One hundred percent of the sick leave left by employees who terminate will accrue to the bank. When an employee reaches his/her maximum sick leave accrual (120 days), his/her earned sick time will accrue to the sick bank instead of being lost.
3. Retiring employees who do not apply unused sick leave to pay for health insurance (see Article XXV) shall have their unused sick leave added to the bank.

17.3

Twelve months of service must be completed before any sick leave bank award can be made.

17.4

Employees must exhaust their accrued individual sick leave before receiving any award from the sick leave bank.

17.5

All awards from the bank must be approved by the President of the Union and a representative designated by the College. If the two parties cannot agree, a third party nonunion member will be mutually agreed upon by both parties to determine the award.

17.6

Guidelines for the use of the sick bank shall reflect the primary purpose of the bank concerning longevity, length of disability, and prorated awards. The sick leave bank has been created by the contribution of its members and the College to assist members of the association who may experience catastrophic illness or disability.

- Employees must be out of work at least five (5) consecutive work days per illness or disability during which time individual sick time is to be exhausted at full pay. (No bank award will be granted for these five days.) If an employee attempts to return to work before the end of the five day waiting period, but is unable to remain due to the same illness, the five-day period shall be deemed uninterrupted (i.e. the return to work shall not force the employee to begin a new five-day waiting period.)
- Awards from the bank will be of two types. Type one will be a basic grant of fifty (50) percent of an employee's gross pay for a period of not more than six (6) months in any 12-month period to employees who have zero to ten (0-10) accrued leave days. Type two awards will be incentive awards. At the time of application, employees who have accrued eleven to twenty (11-20) sick days will, upon exhausting the last of their sick leave, receive a grant of seventy-five (75) percent of their gross pay for a period not to exceed six (6) months in any 12-month period. Employees who have accrued more than twenty (20+) sick days will, upon exhausting the last of their sick leave, receive a grant of one hundred (100) percent of their gross pay for a period not to exceed six (6) months in any 12-month period.
- Employees will receive any College holidays, emergency closings (nothing less than 1 hour will be credited as an emergency closing) and accrued individual sick days at full pay during the period of illness or disability.
- If the College receives reimbursement through subsidized programs or workers' compensation, the reimbursement received shall be credited to

the sick leave bank. If amount reimbursed is on a prorated basis, the amount of time reimbursed to the sick leave bank will be on a prorated basis (i.e. if two thirds the amount is received, then two thirds the amount of sick leave bank time used would be reimbursed).

- The amount of awards from the bank will be limited at all times to the current balance of the bank. (If the hours in the bank should fall below 1,000 then all awards will be granted on a month-to-month basis only.)
- The balance of the bank shall be made known to the members of the committee upon request at anytime upon review of each request.
- These guidelines will be periodically reviewed each six (6) months during the life of this contract to correct any operational problems.

17.7

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

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Article 18: Workers' Compensation

18.1

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

- **a.** Employee would be placed on an approved leave of absence without pay and would collect benefits directly from the College's workers' compensation carrier as prescribed by the N.Y.S. Workers' Compensation Law. The employee would not accrue any fringe benefits other than those to which a person on leave without pay would ordinarily accrue. The employee shall have the right to continue any health and/or dental insurance coverage already in place. If the employee chooses to continue such coverage, the College shall continue to pay its share of premiums and the employee shall pay his/her share directly to the College.
- **b.** Employee would collect his/her accumulated sick pay from the College until exhausted and then would be entitled to apply under provisions of Article XVI, Sick Leave Bank, of this Agreement. (The employee may also, but shall not be compelled to, use all or part of accumulated vacation and personal leave time at any time during the absence.) Once the sick leave benefits, both personal and bank, are exhausted, the College shall notify the appropriate agencies so that the employee will then collect workers' compensation benefits directly for the duration of the employee's inability to work, as prescribed by the N.Y.S. Workers' Compensation Law. If this direct payment occurs, the provisions of (a) shall apply.

18.2

In addition, for any employee using sick leave or other leave for reason of occupational injury or disease, the College shall file with the appropriate agencies for reimbursement as soon as possible or no later than upon return to work of the employee. Such reimbursement would be governed under the Workers' Compensation Law and upon receipt by the College, the amount of reimbursement would be divided by the employee's hourly rate at the time of injury and as many leave credits as the amount covers shall be reinstated to the employee, by the

number of hours arrived at. If said employee used hours from the sick leave bank, the appropriate credit would be computed by the College and reinstated to the sick leave bank, calculated by the same method used to reinstate such time to the employee.

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Article 19: Vacation

19.1

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

# Years Employed (Since last hire date)		Total Days	Full Time Staff Monthly Accrual (In Work Hours)
		37.5	40.0
0 mos thru 7 yrs	10 days/year	6.25	6.667
7+ yrs thru 10 yrs	15 days/year	9.375	10.0
10+ yrs	20 days/year	12.50	13.336
Year 2002			
0 mos thru 7 yrs	11 days/year	6.875	7.333
7+ yrs thru 10 yrs	16 days/year	10.0	10.667
10+ yrs	21 days/year	13.125	14.0
Year 2004			
0 mos thru 7 yrs	12 days/year	7.5	8.0
7+ yrs thru 10 yrs	17 days/year	10.625	11.333
10+ yrs	22 days/year	13.75	14.667

19.2

Vacation time accumulation may be to a maximum of 30 work days.

19.3

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

19.4

All vacation time must be requested of and approved by the department head after the Department of Personnel Services confirms the amount of accrued vacation time. The department head will be responsible for scheduling vacation time.

19.5

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

19.6

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

19.7

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

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Article 20

Personal Leave

20.1

All employees, except seasonal or temporary appointed for less than 121 calendar days, shall be credited with four personal days on January 1. Personal leave must

be used during the year credited. Personal leave is not cumulative and may not be used after notice of termination or a written resignation is filed.

20.2

No more than one personal leave day may be taken in December unless approved by the department head.

20.3

Employees hired after June 30 each year shall receive one-half the personal day allotment for that year.

20.4

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

20.5

Unused personal leave shall be added to the individual's vacation leave on December 31 of each year.

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Article 21

Holidays

21.1

An employee shall receive paid holidays as set forth below. A part-time employee shall receive holiday pay prorated according to a fraction calculated by dividing his/her hours worked in the last full pay period by the scheduled hours for a full-time employee in his/her department.

Holiday	2000	2001	2002	2003	2004
New Year's Day	---	Jan. 1	Jan. 1	Jan. 1	Jan. 1
Winter Holiday	---	---	---	---	Jan. 2
Martin Luther King Day	Jan. 17	Jan. 15	Jan. 21	Jan. 20	Jan. 19
Spring Day	March 31	*	*	*	*
Memorial Day	May 29	May 28	May 27	May 26	May 31
Independence Day	July 3-4	July 4	July 4-5	July 3-4	July 5
Labor Day	Sept. 4	Sept. 3	Sept. 2	Sept. 1	Sept. 6
Thanksgiving Day	Nov. 23	Nov. 22	Nov. 28	Nov. 27	Nov. 25
Day after Thanksgiving	Nov. 24	Nov. 23	Nov. 29	Nov. 28	Nov. 26
Winter Holiday	Dec. 25	Dec. 24	Dec. 24	Dec. 25	Dec. 27
Winter Holiday	Dec. 26	Dec. 25	Dec. 25	Dec. 26	Dec. 28
Winter Holiday	Dec. 27	Dec. 26	Dec. 26	Dec. 29	Dec. 29
Winter Holiday	Dec. 28	Dec. 27	Dec. 27	Dec. 30	Dec. 30
Winter Holiday	Dec. 29	Dec. 28	Dec. 30	Dec. 31	Dec. 31
Winter Holiday	---	Dec. 31	Dec. 31	---	---

*Friday prior to the end of Spring Recess

21.2

Twelve month employees, only, will be allowed two floating holidays each year. Floating holidays will be requested via leave request forms. If the department/division head needs someone to cover an area, it either has to be arranged with an employee or otherwise leave requests will be honored on a seniority basis.

21.3

The senior employee in any department which is scheduled to work on a holiday will be given first consideration for time off on the holiday.

21.4

The holiday work schedule will be posted two weeks in advance of the holiday and may only be changed in the case of an emergency.

21.5

If a scheduled holiday falls on an employee's regularly scheduled day off, the employee shall be granted a compensatory day off within four weeks of the holiday. Any employee who works a four-day work week will not gain any additional holiday time.

21.6

No employee shall be required to work more than one (1) of the scheduled holidays per year, except for Security personnel who shall not be required to work more than eight (8) scheduled holidays per year.

21.7

Employees who work on a scheduled holiday shall receive double time pay, for each hour worked, at their regular hourly rate, except if any of those hours are duplicative they shall not be paid twice.

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Article 22.**Family Leave****22.1**

Four days of family leave (for death, illness, or accident in immediate family) shall be allowed in each contract year for full-time bargaining members (prorated for part-time employees). Seasonal and temporary employees hired for less than 121 days are not eligible for family leave.

22.2

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.

22.3

A time card must be filled out for family leave used within one week from the time the employee returns to work.

22.4

Unused family leave shall be added to the individual's sick leave on December 31 of each year.

22.5

Employees hired after June 30 each year shall receive one-half the family day allotment for that year.

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Article 23**Emergency Closings****23.1**

No employee shall suffer a loss in his/her regular base salary because of a closing of their work location in an emergency as declared by the President of the College or a designee. However, if the work location is open and the employees do not report, then the following procedure will be used:

23.2

Those people who come to work on a day when the College is open and later closed, and remain at work until the College is closed, will charge Code 1 for their normal work hours; they will charge Code 7 only for the period of the work shift for which the College is closed.

23.3

For those employees who come to work on a day when the College is later closed but decide to leave work before the official closing, they will charge Code 1 for the hours worked plus Code 7 for the official hours that the College is closed. They must charge a fringe benefit* for the period of time between when they left and the

College was officially closed. If they have no fringe benefits*, they would not be paid for that time. (Note: For the early a.m. cleaning shift - For those cleaners who come to work on a morning when the College is later determined to be closed, i.e., 6:00 a.m., he/she shall receive time and a half pay for time worked. For the early a.m. cleaners who do not report, they may charge Code 7.)

23.4

For those employees who do not report on a day when the College is later closed they will charge a fringe benefit* for the period of time from reporting time to the official time the College is closed, and Code 7 for the period of time the College is closed.

23.5

In the event any member of the bargaining unit is required to work during said closing, he/she shall receive double time for the hours worked during the emergency closing.

23.6

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

**Fringe benefit = vacation leave, compensatory leave, personal leave only*
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Article 24

Jury Duty

24.1

An employee scheduled for jury duty shall be excused from his/her duties and responsibilities for the period of such assignment without loss of regular base pay or benefits.

24.2

It is the employee's responsibility to notify his/her immediate supervisor and the Department of Personnel Services of impending jury duty immediately upon receiving the receipt of the notice to serve.

24.3

For any portion of the employee's normal working hours not spent on jury duty, the employee will be expected to perform his/her regular duties.

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Article 25

Rest Periods

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

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Article 26

Retirement

26.1

The New Career Plan (Section 75-i) of the New York State and Local Employee's Retirement System will remain in effect for Tier 1 and Tier 2 members (those who became members of the Retirement System on or before July 26, 1976), adopted by the Tompkins County Board of Representatives on January 16, 1990.

26.1.1

A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members with fewer than 20 years of service retire under provisions of Section 75-e, which is a pension of 1/60th of the employee's final average salary for each year of service rendered after April 1, 1938.)

26.2

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

26.3

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

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Article 27**Supplemental Retirement Annuity Program**

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

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Article 28**Health Care****28.1**

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

28.2

For employees hired prior to 1/1/97: Effective January 1, 2000, employees will pay 8% of health care premiums for both employee and dependent coverage. This percentage will become 9.75% effective January 1, 2001, 11.5% effective January 1, 2002, 13.25% effective January 1, 2003, 15% effective January 1, 2004.

For employees hired on 1/1/97 or after: The College will pay 85% of the total premium for the Individual Plan and 85% of the individual portion of the Family plan and 80% of the remainder of the Family Plan.

For employees hired on 1/1/200 or after: The College will pay 80% of the total premium for the individual plan and for the family plan.

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

Effective January 1, 2000, all employees will pay \$2 for generic prescriptions and \$10 for brand prescriptions.

28.3

If the retiree satisfies the requirement(s) of his/her plan for continuance of health care benefits upon retirement or death, the College will pay the percentage of health care premiums for retirees as required by the College Plan in effect at the time of retirement. The remainder of health care premiums on the plan in force at the time of retirement will be paid from an annuity fund, not to exceed \$6,000 in the year 2000, (\$7,000 in 2001, \$8,000 in 2002, \$9,000 in 2003, \$10,000 in 2004) to be established with accumulated sick leave time as converted to dollars at the base hourly rate of pay at the time of retirement. 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 or the plan in effect at the time of death of the retiree.

sick hours at retirement _____

times hourly rate _____

EQUALS _____

28.4

Employees must sign up for Medicare as soon as eligible.

28.5

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

28.6

Any full-time employee who has not enrolled in the health insurance plan shall receive a \$500 payment after each 12 consecutive month period. Individuals employed .5 FTE or greater but not 1.0 FTE will receive a prorated payment, individuals employed less than .5 FTE will not receive a payment. All individuals employed prior to January 1, 1997 regardless of percent FTE worked will be eligible to receive a \$500 payment.

28.7

The Association agrees to participate in a health insurance cost reduction task force contingent upon participation of other College bargaining units. Members of the task force from this Association will be appointed by the Union President. Any cost reductions that affect benefits must be ratified by the membership.

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Article 29

Prescription Fund

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

Every employee who participates in the Health Care Plan shall donate one (1) sick leave day per year beginning in January 2001 and every January thereafter.

All awards from the pool must be approved by the CSEA President and the Personnel Administrator or designee(s). Awards will be considered in December of each year for out-of-pocket expenses incurred for that year.

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

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

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

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

A joint committee will be established in January 2002 to review the allocation table.

Article 30

Dental Insurance

30.1

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

30.2

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

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Article 31

Tuition Waiver

31.1

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

31.2

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

31.3

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

31.4

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

31.5

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

31.6

Employees may use personal or vacation leave time to make up class or lab hours.

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Article 32

Grievance Procedure

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

32.1

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

32.1.1

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

32.1.2

"Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, provisions of this agreement, rules, procedures, regulations, administrative orders, or work rules of the College or department thereof which relates to or involves employee health, safety, physical facilities, materials, or equipment furnished to employees, or supervision of employees, provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title, retirement benefits, disciplinary proceeding, or any other matter which is otherwise reviewable pursuant to law or

any rule or regulation having the force and effect of law.

32.1.3

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

32.1.4

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

32.1.5

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

32.1.6

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

32.2

Declaration of Basic Principle

32.2.1

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

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

32.2.2

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

32.2.3

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

32.2.4

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

32.3

Grievance procedures

32.3.1

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

32.3.2

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

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

32.3.3

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

32.3.4

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

32.3.5

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

32.3.6

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

32.3.7

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

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Article 33**Discipline Procedure****33.1**

It is the intent of this section to provide a swift and fair handling of disciplinary matters.

33.2

The procedure under this section may be waived by an employee who is covered by Section 75 of the NYS Civil Service Law and who indicates that waiver, in writing, to the Personnel Administrator prior to Step 2.

33.3

No employee, with the College for two or more years, shall be disciplined by the College for misconduct or incompetency without all rights prescribed below.

33.4

Discipline may include written reprimand, suspension without pay, demotion, discharge, fines or any combination thereof or other such penalties as may be deemed appropriate by the College.

33.4.1

Written statements that provide guidance or counseling to an employee regarding performance problems and desired corrective action do not constitute discipline. Copies of any such statements may be provided to the CSEA President by the employee. An employee's right to counsel or representation by the Union is not waived by this provision.

33.5

The College may suspend an employee without pay up to 30 days, pending the commencement of a hearing as prescribed herein. This suspension shall not be

considered a penalty or pre-judgment of the employee's conduct or performance.

33.6

An employee may resolve a proposed discipline or waive any rights prescribed herein, at any time, by a written agreement approved by the Personnel Administrator. An employee may be represented by counsel or a representative of the Union at every step of this procedure.

33.6.1

Step 1: Written Notice: Discipline shall only be imposed following written notice of specific charges of misconduct or incompetence from their supervisor or department head containing therein a proposed penalty, reference to the rights provided in this section and notice of the obligation to appeal in writing within eight (8) work days, if the employee disagrees with the proposed penalty. Failure to appeal in a timely fashion constitutes acceptance of the proposed penalty.

33.6.2

Step 2: Hearing: Upon receipt of a written appeal from Step 1, the Personnel Administrator shall schedule a hearing to commence within ten (10) work days for the purpose of hearing the charges and proposed penalty. The employee shall have a right to present witnesses or documents at the employee's expense. The burden of proof generally shall lie with the person alleging any facts or rules. However, technical rules of evidence shall not be required. No verbatim transcript of the hearing shall be required. The hearing shall be presided over by the Personnel Administrator, or designee, who shall render a written decision within ten (10) days after the hearing is concluded.

33.6.3

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

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Article 34

Permanent Employee Rights

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

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Article 35

Lay-Off Procedure

35.1

Competitive Class: In case of displacement in the competitive class at the College, provisions of Section 80, subdivision 5 of the Civil Service Law*, and Tompkins County Civil Service Rule XXV Lay Off of Competitive Class Employees in effect at the time will be followed.

35.2

Non-Competitive and Labor Classes: In case of displacement in the labor or non-competitive class at the College, the following procedure must be followed:

35.2.1

For the purposes of this section of the agreement only, a permanent layoff shall mean a termination of an employee with permanent status due to the College eliminating the position from its budget;

35.2.2

All temporary, provisional and part-time employees in the same job classification must be laid off first;

35.2.3

Thereafter, permanent employees in the same job classification in the same department in which the lay-off occurs shall be laid off in the inverse order of their standing based on seniority (i.e., last in, first out). Employees who cannot replace

someone within the same title, because of lack of seniority, may replace someone with less seniority in a lower title that they have held or are qualified to hold as determined by the College.

35.3

*Copies of this law and guidance on your rights under it are available from your Union shop steward, Union officers, or the Department of Personnel Services.

35.4

An employee identified for lay-off under this Article shall be given a minimum of sixty (60) days notice prior to the effective date of the lay-off. Also:

- The College will compensate the employee for the balance of their accrued vacation earned.
- The College will provide job search opportunity, such as resume preparation and typing services.
- A letter of reference will be provided by the employee's supervisor/department head.
- Tuition waiver(s) for course work at Tompkins Cortland Community College will be allowed during the following semester only. For family members who are currently enrolled, the College will continue to support their tuition waiver(s) during the following semester only.
- Continued EAP services will be available to staff (and their family members) during the following semester.
- Based on Civil Service Law, Rules, and Regulations, laid-off staff will have first right of acceptance for future classified staff position openings/vacancies.
- Staff will be allowed to continue health insurance coverage through COBRA rules and regulations.

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Article 36**Promotion****36.1**

Promotion means movement by an employee from his/her present position to a higher rated position. By such movement, the employee will be moved to the appropriate step level that guarantees an increase in annual salary over the previous salary earned.

36.2

The College, through the Department of Personnel Services, shall post on the Union and Department of Personnel Services bulletin boards new jobs, vacancies, and notice of Civil Service examinations as they relate to the employment interest of members of the bargaining unit. All vacancies to which an employee of the College may transfer will be posted.

36.3

In the non-competitive and labor classes, employees of the College shall have first consideration for promotion to non-competitive and labor positions. Seniority and qualification will be a consideration. All employees who apply in writing and ask for a written response shall be given a written response explaining the filling of the vacancy or new position.

36.4

In the Competitive Class: SENIORITY FOR PROMOTION EXAMINATION ONLY: One (1) point will be added to each passing score for every five (5) years of permanent classified service according to the following schedule:

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

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Article 37

Health & Safety Committee

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

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Article 38

Smoking

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

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Article 39

Parking

39.1

The College reserves the right to designate parking area(s) for members of this bargaining unit.

39.2

Parking Lot 5 has been designated for faculty and staff parking and a staff parking sticker must be displayed to park in this area. Members of this unit may also park in Lots 1 (one) through 4 (four) and Lot 6 (six) which are designated for general public parking.

39.3

Members of this bargaining unit will abide by the College parking regulations as specified in the Parking and Traffic Regulations published by the Department of Safety and Security.

39.4

Employees working on second or third shift that are permitted to park in the service area (between 5 p.m. and 7:30 a.m.) due to the shift on which they are working may have their parking assignments unilaterally changed within the service area but may not have their parking assignment changed out of the service area so long as they remain on that shift

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Article 40

Printing of Contract

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

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Article 41

Salaries

Salaries will be computed on an hourly wage. Prior year hourly rate x percentage, plus fixed dollar amount divided by hours worked in a year (1957.5 or 2088).

41.1

Effective January 1, 2000, the 1999 hourly rate will be increased by 2.5% plus an additional \$125.

41.2

Effective January 1, 2001, the 2000 hourly rate will be increased by 3% plus an additional \$250

41.3

Effective January 1, 2002, the 2001 hourly rate will be increased by 3.5% plus an additional \$375

41.4

Effective January 1, 2003, the 2002 hourly rate will be increased by 4% plus an additional \$500

41.5

Effective January 1, 2004, the 2003 hourly rate will be increased by 4.5% plus an additional \$625

41.6

A longevity payment will be made in the second pay period in January of each year following the employee's anniversary date of employment in accordance with the following schedule:

10-14 years = \$300

15-19 years = \$400

20 and up = \$500

An additional merit payment may be paid by the College in the second pay period in January of each year at the discretion of the College. The years of service are as of January 1, of each year.

41.7

New hires after 6/1/90 shall move to the wage rate from the hire rate on the following schedule:

Grades A-E Six months after hire date.

Grades F-K Twelve months after hire date.

41.8

All hours worked over eight in a shift or over forty in a week (See Article 14.2 Four-Day Work Week) will be compensated by time and one-half except that time off in lieu of pay may be taken, with the department head's consent, within 30 calendar days from the date the compensatory time is earned. The employee shall notify the department head (via staff leave request form) no later than five (5) work days, from the date the compensatory time was earned, of the date and time he/she wants the compensatory time off. Compensatory time not used after 30 calendar days shall be paid to the employee. It is the employee's responsibility at the end of 30 calendar days to submit a timecard for payment of any unused compensatory time.

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

41.9

Any employee called back to work after his/her normal work schedule has ended will be compensated for the actual hours worked at one and one-half time his/her normal hourly rate. NOTE: a call-back is when the employee does not have any prior knowledge that he/she is to return to work before leaving his/her prior work shift.

41.10

All paid leave time shall be counted as time worked when computing overtime.

41.11

Any person rehired within one year from the date of resignation in the same classification and the same department shall be employed at the same rate as earned at the time of resignation.

41.12

Any person rehired within one year from the date of resignation in the same classification but a different department would be employed at the hire rate of the labor grade in which the classification falls. After twelve weeks of employment, the employee would move to the same wage rate.

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Article 42

Travel

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.

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

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

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Schedule A

Salary Schedule

January 1 - December 31, 2000

37.5 hours/week = 1957.5 hours/year

40.0 hours/week = 2088.0 hours/year

Grade	Hire Rate	Wage Rate
GRADE A		
Account Clerk	37.5 9.006	10.315
GRADE B		
Cleaner	37.5 9.445	10.831
Laborer		
Library Clerk		
Mail Clerk		
Receptionist/Operator		
Stores Clerk		
GRADE C		
Groundskeeper	37.5 9.797	11.241
Keyboard Specialist		
GRADE D		
Account Clerk Typist	37.5 10.323	11.859
Audio-Visual Aide		
Maintenance Worker		
GRADE E		
Office Machine Operator	37.5 10.851	12.475
Proofreader		
Senior Clerk		
GRADE F		
Crew Leader/Cleaner	37.5 11.378	13.091
Crew Leader/Grounds		

Senior Account Clerk			
Senior Library Clerk			
Senior Typist			
Word Processing Operator			
GRADE G			
Principal Registrar Clerk	37.5	11.991	13.809
Secretary	40.0	11.242	12.946
Security Officer			
Student Service Representative			
GRADE H			
Assistant to the Director of Buildings & Grounds	37.5	12.694	14.631
Principal Library Clerk			
Stenographic Secretary			
GRADE I			
Assistant to the Director of Campus Activities	37.5	13.573	15.659
Building Maintenance Worker			
Electrician			
Grounds Supervisor			
Head Custodian			
Principal Account Clerk			
Print Room Supervisor			
Publications Assistant			
Purchasing Assistant			
Word Processing Center Coordinator			
GRADE J			
Administrative Assistant	37.5	14.537	16.789
Administrative Services Coordinator	40.0	13.628	15.739
Security Supervisor			
Student Accounts Coordinator			
GRADE K	37.5	15.540	17.948
GRADE L			
Communications & Support Services Manager	37.5	16.612	19.189

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Schedule B

Salary Schedule

January 1 - December 31, 2001

37.5 hours/week = 1957.5 hours/year

40.0 hours/week = 2088.0 hours/year

Grade	Hire Rate	Wage Rate
GRADE A		
Account Clerk	37.5	10.752
GRADE B		
Cleaner	37.5	11.283
Laborer		
Library Clerk		
Mail Clerk		
Receptionist/Operator		
Stores Clerk		
GRADE C		
Groundskeeper	37.5	11.706
Keyboard Specialist		
GRADE D		
Account Clerk Typist	37.5	12.342
Audio-Visual Aide		
Maintenance Worker		
GRADE E		
Office Machine Operator	37.5	12.977
Proofreader		
Senior Clerk		
GRADE F		
Crew Leader/Cleaner	37.5	13.611
Crew Leader/Grounds		
Senior Account Clerk		
Senior Library Clerk		
Senior Typist		
Word Processing Operator		
GRADE G		
Principal Registrar Clerk	37.5	14.350
Secretary	40.0	13.453
Security Officer		
Student Service Representative		
GRADE H		
Assistant to the Director of Buildings & Grounds	37.5	15.198
Principal Library Clerk		
Stenographic Secretary		
GRADE I		
Assistant to the Director of Campus Activities	37.5	16.256
Building Maintenance Worker		
Electrician		
Grounds Supervisor		
Head Custodian		
Principal Account Clerk		
Print Room Supervisor		
Publications Assistant		
Purchasing Assistant		
Word Processing Center Coordinator		

GRADE J			
Administrative Assistant	37.5	15.101	17.420
Administrative Services Coordinator	40.0	14.157	16.331
Security Supervisor			
Student Accounts Coordinator			
GRADE K	37.5	16.134	18.615
GRADE L			
Communications & Support Services Manager	37.5	17.238	19.892

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Schedule C

Salary Schedule

January 1 - December 31, 2002

37.5 hours/week = 1957.5 hours/year

40.0 hours/week = 2088.0 hours/year

Grade		Hire Rate	Wage Rate
GRADE A			
Account Clerk	37.5	9.925	11.320
GRADE B			
Cleaner	37.5	10.392	11.870
Laborer			
Library Clerk			
Mail Clerk			
Receptionist/Operator			
Stores Clerk			
GRADE C			
Groundskeeper	37.5	10.767	12.307
Keyboard Specialist			
GRADE D			
Account Clerk Typist	37.5	11.328	12.966
Audio-Visual Aide			
Maintenance Worker			
GRADE E			
Office Machine Operator	37.5	11.891	13.623
Proofreader			
Senior Clerk			
GRADE F			
Crew Leader/Cleaner	37.5	12.453	14.279
Crew Leader/Grounds			
Senior Account Clerk			
Senior Library Clerk			
Senior Typist			
Word Processing Operator			
GRADE G			
Principal Registrar Clerk	37.5	13.106	15.044
Secretary	40.0	12.287	14.104

Secretary			
Security Officer			
Student Service Representative			
GRADE H			
Assistant to the Director of Buildings & Grounds	37.5	13.856	15.921
Principal Library Clerk			
Stenographic Secretary			
GRADE I			
Assistant to the Director of Campus Activities	37.5	14.794	17.017
Building Maintenance Worker			
Electrician			
Grounds Supervisor			
Head Custodian			
Principal Account Clerk			
Print Room Supervisor			
Publications Assistant			
Purchasing Assistant			
Word Processing Center Coordinator			
GRADE J			
Administrative Assistant	37.5	15.821	18.221
Administrative Services Coordinator	40.0	14.832	17.083
Security Supervisor			
Student Accounts Coordinator			
GRADE K	37.5	16.890	19.458
GRADE L			
Communications & Support Services Manager	37.5	18.033	20.780

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**Schedule D
Salary Schedule**

January 1 - December 31, 2003
 37.5 hours/week = 1957.5 hours/year
 40.0 hours/week = 2088.0 hours/year

Grade	Hire Rate	Wage Rate
GRADE A		
Account Clerk	37.5	10.577
GRADE B		
Cleaner	37.5	11.063
Laborer		
Library Clerk		
Mail Clerk		
Receptionist/Operator		
Stores Clerk		
GRADE C		
Groundskeeper	37.5	11.453
Keyboard Specialist		13.055
GRADE D		

GRADE D			
Account Clerk Typist	37.5	12.037	13.740
Audio-Visual Aide			
Maintenance Worker			
GRADE E			
Office Machine Operator	37.5	12.622	14.423
Proofreader			
Senior Clerk			
GRADE F			
Crew Leader/Cleaner	37.5	13.207	15.106
Crew Leader/Grounds			
Senior Account Clerk			
Senior Library Clerk			
Senior Typist			
Word Processing Operator			
GRADE G			
Principal Registrar Clerk	37.5	13.886	15.901
Secretary	40.0	13.018	14.908
Security Officer			
Student Service Representative			
GRADE H			
Assistant to the Director of Buildings & Grounds	37.5	14.666	16.814
Principal Library Clerk			
Stenographic Secretary			
GRADE I			
Assistant to the Director of Campus Activities	37.5	15.641	17.953
Building Maintenance Worker			
Electrician			
Grounds Supervisor			
Head Custodian			
Principal Account Clerk			
Print Room Supervisor			
Publications Assistant			
Purchasing Assistant			
Word Processing Center Coordinator			
GRADE J			
Administrative Assistant	37.5	16.709	19.206
Administrative Services Coordinator	40.0	15.665	18.006
Security Supervisor			
Student Accounts Coordinator			
GRADE K	37.5	17.821	20.491
GRADE L			
Communications & Support Services Manager	37.5	19.010	21.867

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Schedule E
Salary Schedule
 January 1 - December 31, 2004
 37.5 hours/week = 1957.5 hours/year

40.0 hours/week = 2088.0 hours/year

Grade	Hire Rate	Wage Rate
GRADE A		
Account Clerk	37.5	12.889
GRADE B		
Cleaner	37.5	13.486
Laborer		
Library Clerk		
Mail Clerk		
Receptionist/Operator		
Stores Clerk		
GRADE C		
Groundskeeper	37.5	13.962
Keyboard Specialist		
GRADE D		
Account Clerk Typist	37.5	14.678
Audio-Visual Aide		
Maintenance Worker		
GRADE E		
Office Machine Operator	37.5	15.392
Proofreader		
Senior Clerk		
GRADE F		
Crew Leader/Cleaner	37.5	16.105
Crew Leader/Grounds		
Senior Account Clerk		
Senior Library Clerk		
Senior Typist		
Word Processing Operator		
GRADE G		
Principal Registrar Clerk	37.5	16.936
Secretary	40.0	15.878
Security Officer		
Student Service Representative		
GRADE H		
Assistant to the Director of Buildings & Grounds	37.5	17.890
Principal Library Clerk		
Stenographic Secretary		
GRADE I		
Assistant to the Director of Campus Activities	37.5	19.080
Building Maintenance Worker		
Electrician		
Grounds Supervisor		
Head Custodian		
Principal Account Clerk		

Print Room Supervisor			
Publications Assistant			
Purchasing Assistant			
Word Processing Center Coordinator			
GRADE J			
Administrative Assistant	37.5	17.781	20.390
Administrative Services Coordinator	40.0	16.669	19.115
Security Supervisor			
Student Accounts Coordinator			
GRADE K	37.5	18.942	21.733
GRADE L			
Communications & Support Services Manager	37.5	20.185	23.170

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Exhibit A

State of New York Public Employees Relations Board

Case No. C-0850

In the matter of County of Tompkins and County of Cortland, Joint Employers, --and--
- Tompkins Cortland Community College Unit of Tompkins County Chapter of The
Civil Service Employees' Association, Inc.

Certification of Representative and Order to Negotiate

A representation proceeding having been conducted in the above matter by the
Public Employment Relations Board in accordance with the Public Employees' Fair
Employment Act and the Rules of Procedure of the Board, and it appearing that a
negotiating representative has been selected;

Pursuant to the authority vested in the Board by the Public Employees' Fair
Employment Act, IT IS HEREBY CERTIFIED that TOMPKINS CORTLAND
COMMUNITY COLLEGE UNIT OF TOMPKINS COUNTY CHAPTER OF THE CIVIL
SERVICE EMPLOYEES' ASSOCIATION, INC. has been designated and selected by
a majority of the employees of the above-named employer, in the unit described
below, as their exclusive representative for the purpose of collective negotiations
and the settlement of grievances.

Included: Account Clerk, Audio-Visual Aid, Bookkeeping, Machine Operator,
Cleaner, Clerk, Head Janitor, Janitor, Library Clerk, Office Machine Operator, Page
(library), Receptionist, Senior Library Typist, Senior Stenographer, Stenographer,
Typist. Excluded: All other employees and work-study students.

Further, IT IS ORDERED that the above-named public employer shall negotiate
collectively with TOMPKINS CORTLAND COMMUNITY COLLEGE UNIT OF THE
TOMPKINS COUNTY CHAPTER OF THE CIVIL SERVICE EMPLOYEES'
ASSOCIATION, INC. and enter into a written agreement with such employee
organization with regard to terms and conditions of employment, and shall
negotiate collectively with such employee organization in the determination of, and
administration of, grievances.

Signed on the 30th day of October, 1972.

s/ Robert D. Helsby

s/ Joseph R. Crowley

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In accordance with Article VII, Recognition Clause, the following titles have been
added to the resolution adopted by the N.Y.S. Public Employment Relations Board,
dated October 30, 1972, except as excluded in Article 7.

Account Clerk Typist

Administrative Assistant

Assistant to the Director of Buildings and Grounds

Assistant to the Director of Campus Activities
 Building Maintenance Worker
 Communication and Support Services Manager
 Counseling Clerk
 Crew Leader/Cleaner
 Crew Leader/Grounds
 Custodian
 Data Processing Operator
 Electrician
 Grounds Supervisor
 Groundskeeper
 Head Custodian
 Heating & Ventilating Mechanic
 Keyboard Specialist
 Laborer
 Mail Clerk
 Maintenance Worker
 Principal Account Clerk
 Principal Library Clerk
 Principal Registrar Clerk
 Print Room Supervisor
 Proofreader
 Publications Assistant
 Purchasing Assistant
 Secretary
 Security Guard
 Security Officer
 Security Supervisor
 Senior Account Clerk
 Senior Clerk
 Senior Groundskeeper
 Senior Library Clerk
 Senior Typist
 Stenographic Secretary
 Stores Clerk
 Student Accounts Coordinator
 Student Services Representative
 Switchboard Operator
 Word Processing Center Coordinator
 Word Processing Operator

FOR TOMPKINS COUNTY:

Barbara Mink, Chair, Board of Representatives

FOR CORTLAND COUNTY:

Steve Harrington, Chair, County Legislature

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

Walter Poland, Chair, Negotiating Committee

Carletta Edwards

Rich Ely

Anita Fitzpatrick

Diana Gallagher

Michael Lane

Robert Ross

Dr. Robert Eberly

FOR CIVIL SERVICE EMPLOYEES' ASSOCIATION:

Joseph Maratea, Labor Relations Specialist

Janice Catalano

Thomas Keane
Terry Manderville
Steven Massey-Crouch
Scott Weatherby
Lauren Wright
Lucy Yang

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