

**2022-2025**

**Contract**

between the

**Board of Trustees of Cayuga  
Community College**

and the

**Administrative Professional Group**



## Duration of Agreement

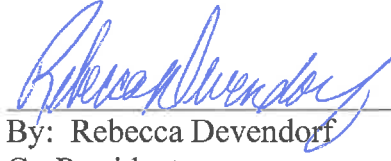
This contract shall become effective on September 1, 2022, and shall remain in effect until August 31, 2025.

### Cayuga Community College



By: Brian M. Durant, President  
Cayuga Community College

### Administrative Professional Group



By: Rebecca Devendorf  
Co-President



Bruce Walter  
Co-President

## **Preamble**

The Board of Trustees and members of the Administrative Professional Group recognize a mutual responsibility for promoting professional conduct that encourages quality in the administrative and educational processes.

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## **Article I – Recognition**

The College hereby recognizes the Administrative Professional Group as the exclusive bargaining representative for all professionals in the following full-time and part-time positions:

Admissions Assistant, Associate Comptroller/Assistant Chief Financial Officer, Admissions Assistant (Part-Time), Admissions Representative, Assistant Comptroller, Assistant Director of Building and Grounds, Assistant Director of Community Education and Workforce Development, Assistant Director of Financial Aid, Assistant Registrar, Assistant to the NYS Director of Accountability, Assistant to the Athletic Director, Banner Functional Support Specialist, Banner Support Specialist, Coordinator of CILL, Coordinator of College Health Services, Coordinator of Community Education, Director Central Southern Tier RAEN, Coordinator of Distance Learning, Director of Admissions, Director of Adult Learning, Director of Capital Projects and Facilities, Comptroller, Director of Distance Learning, Enterprise Systems Integrator, Evening/Weekend Administrator, Director of Information Technology, Director of Institutional Research and Planning, Director of Public Relations and Institutional Communication, Director of Public Safety, Director of Theatre Operations, Director of Fulton Operations, Director of Student Financial Services, Instructional Assistant, Instructional Assistant/Computer Help Desk Support, Instructional Assistant/Computer Lab, Information Security Specialist, Instructional Assistant/Computer Support, Graphics Designer, Instructional Assistant/Physical Education, Instructional Assistant/Publications, Instructional Assistant/Library, Instructional Assistant/Science, Instructional Assistant/Technical & Media Services, Instructional Assistant (Part-Time), Learner Web Coordinator, Manager of Information Technology User Services, Manager of Network Operations and Systems Administration, Network Desktop Support Specialist, Program Coordinator RAEN, Program Specialist, Public Safety Officer 2, Registrar, Sunday Administrator/University Coordinator, TAACCCTP Counselor, Telecommunications Department Engineer, and Webmaster, Manager of Fulton Operations, Public and Media Relations Associate, Asst. Director of Public Safety, Data Analyst, Instructional Technologist, Bursar/Assistant Director of Student Financial Services, Manager of Fulton Operations, Public and Media Relations Advocate, Asst. Director of Public Safety, Instructional Technologist, and Data Analyst. Excluding casual employees and all other titles.

## **Article II – Dues Deduction**

1. The Administrative Professional Group shall provide bargaining unit members with a form whereby the employee may voluntarily indicate their desire to have dues deducted from their salary.
2. The Administrative Professional Group shall certify to the Business Office in writing, the current rate of its membership dues. Any future change in such rate shall be provided to the appropriate College designee thirty (30) days prior to the effective date of such change.
3. The College agrees to deduct such dues from the salaries of bargaining unit members and to transmit those moneys to the Treasurer of the Administrative Professional Group.
4. Authorization for dues deduction may be withdrawn by an individual upon written notification to the Business Office of the College. In the event of such withdrawal, the appropriate College designee shall notify the President of the Administrative Professional Group.
5. The College agrees to deduct from the salaries of bargaining unit members who are not members of the Administrative Professional Group a fee equal to the dues and to remit same promptly to the Treasurer of the Administrative Professional Group. Said fee shall be in accordance with the laws of the State of New York. Said fee will be in accordance with any state and federal laws. No fees deduction shall be made which is prohibited by applicable law.

## **Article III – Group, Member, and Managerial Rights**

### **Section One – Rights of Consultation and Information**

The President or designee and the President of the Group or designee agree to meet at mutually convenient times for the purpose of discussing matters related to the administration of this Agreement. Where either party requests such a meeting to discuss a particular section or clause of this Agreement and/or its application, prior notice of at least three (3) working days must be given of such intent so as to allow reasonable time for consideration by the other party.

The APG President, or one of the members of the APG's Executive Committee as designated by the APG President, shall have five (5) days per year of release time for union matters.

## **Section Two – Group Meetings**

Bargaining group members may meet as a group one (1) time per month, not to exceed 60 minutes per meeting, during regular College office hours, without a loss of pay. Such meetings will be set on a day and time to minimize, to the extent possible, impact on College operations. In general and whenever practical, an attempt will be made to meet at the same day and time as the Faculty Association general membership meeting. In addition, special meetings may be called from time to time. In such cases, the President of the College will be notified should the meetings be scheduled during regular College operational hours.

## **Section Three – Managerial Rights**

The Board of Trustees of Cayuga County Community College hereby retain and reserve unto themselves all rights, powers, authority, duties, and responsibilities conferred upon and vested in them by the laws and the Constitution of the State of New York and of the United States. The Group shall designate a representative from within their ranks to attend the monthly Board of Trustees meetings.

## **Section Four – Issues and Resolution Committee**

The President of the Administrative Professional Group and the President of the College agree to the establishment of an Issues and Resolution Committee. The purpose of the Issues and Resolution Committee is to provide a forum for the discussion of matters which affect or have the potential to affect the membership of the Administrative Professional Group and for the possible amicable resolution of those issues.

The College and the Group agree that its respective designees, not to exceed three (3) individuals per team, will meet on an as needed basis, but not to exceed four (4) meetings per academic year, to discuss issues of concern. This provision shall not, in any way, require the parties to discuss issues pertaining to salaries or benefits, or require any concession or change.

# **Article IV – Affirmative Action/Equal Employment Opportunity**

## **Section One – Nondiscrimination**

The provisions of this Policy shall be applied equally to all Administrative Professional Group employees without discrimination as to age, sex, gender, disability, marital status, military status, race, color, sexual orientation, creed, religion, predisposing genetic characteristics, domestic violence victim status, familial status, and national origin.

## **Section Two – Equal Employment Opportunity**

The Administrative Professional Group employees agree to the Equal Employment Opportunity Policy of the Board of Trustees of Cayuga Community College, as adopted August 1, 2017:

- A. Cayuga Community College is an equal opportunity/Affirmative Action employer and does not discriminate against any employee or applicant on the basis of race, color, creed, sex/gender (including pregnancy), age, disability, religion, national origin, military status, marital status, arrest/conviction record, sexual orientation, ancestry, domestic violence victim status, familial status, gender identity, predisposing genetic characteristics or carrier status, or any other basis prohibited by law. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and leaves of absence.
- B. This policy applies to all employees of the College. The College will not tolerate unlawful discrimination or harassment against its employees by other employees, customers, vendors, suppliers, and other non-employees.

## **Article V – Terms and Conditions of Employment**

### **Section One – Job Description**

A job description for each position shall be kept on file in the Human Resources Office. Positions are subject to review and change by the President, insofar as the terms and conditions of employment are not altered without agreement by the Administrative Professional Group.

### **Section Two – Professional Responsibility**

All Administrative Professional Group employees shall promote the educational mission of the College and be responsible for those areas which have a direct relationship to their position.

### **Section Three– Employee Evaluation**

Bargaining unit members shall be evaluated annually by October 1st of each respective year using the evaluation form developed by the College and the Group. The evaluation form shall be signed by the employee and their supervisor. The employee's signature verifies that the employee has read the evaluation and has participated in the evaluation conference but neither indicates nor implies employee agreement with the supervisor's assessments in the evaluation. The employee may file a written response to any or all of the sections of the evaluation as an attachment to the evaluation document. The original of

the signed evaluation will remain with the employee with copies maintained by the supervisor and in the employee's personnel file.

#### **Section Four – Salary Schedule Placement**

An employee's initial level is established at the time of appointment and is based upon where the 12-month salary falls within the salary schedule in effect at the time of appointment.

A grade level for an upgraded or new position, at the time of adjustment or appointment, is established based upon the College using comparative data of other comparable College institutions for the same or similar positions, experience and education, and comparison to existing positions at the College.

College agrees to outline the process for position classification to be completed no later than August 31, 2019. The College agrees to seek the input of the APG President or his or her designee regarding this process.

#### **Section Five – Work Schedule**

- A. Work Week – under normal circumstances, the work week shall be 37.5 hours. Provided prior approval is obtained from the Administrative Professional Group employee's immediate supervisor, compensatory time shall accrue for work performed beyond 37.5 hours per week.
- B. Summer Schedule – From the Monday after commencement through the week before fall orientation and from January 2 through the Friday before Spring orientation the workday shall be 9 a.m. to 4 p.m. During the summer schedule each employee will receive one afternoon off weekly starting at 12:30 p.m. except in those weeks in which there is a paid holiday or in which an employee uses more than one vacation day. Adjustments to accommodate work schedules may be made by the employee's immediate Supervisor.
- C. Holidays – College calendar holidays shall include: Labor Day, fall semester recess day, Thanksgiving recess, Christmas break, Martin Luther King, Jr. Day, winter recess days, spring break, Easter break, Memorial Day, and Independence Day.
- D. Evening Hours – Staff whose normal assignments include evening hours will not be additionally compensated for same.
- E. Additional Responsibilities – Employees who assume additional responsibilities (such as teaching or counseling) will be compensated at the rate normally applied to such activities if engaged in at times other than the normal business day.

- F. Flextime/Telecommuting – Upon the request of the employee and with the approval of the immediate supervisor and appropriate Vice President, an employee may be allowed to flex his/her time and/or work from home on a temporary basis as long as, in the estimation of the supervisor and Vice President, unusual circumstances warrant such an arrangement and it will not reduce or impact negatively the delivery of College services nor create hardships for other employees.
- G. Part-time – Part-time is defined as a permanent employee in one of the recognized titles working normally less than 30 hours per week. The Director of Human Resources will advise the APG as part-time employees are hired that are eligible to be members of the APG.

## **Article VI – Leaves**

### **Section One – Vacation Leave**

For the purposes of this section only, the year will be considered to be December 1 to November 30. Carry-over dates and other references to year will be considered to refer to December 1.

- A. Vacation leave is earned at the rate of 24 days a fiscal year (pro-rated 2 days a month). Maximum carryover is 12 days into the new fiscal year.
- B. Unused vacation leave will be converted to its bi-weekly salary equivalent and paid to a specified beneficiary upon the death of the employee.
- C. Provided at least thirty (30) days’ notice is given, upon retirement or resignation of the employee, unused vacation leave will be converted to its bi-weekly salary equivalent and paid to the employee. An employee terminated subject to Article VIII, B. or C. shall not receive payment for unused vacation.

### **Section Two – Sick Leave**

- A. Sick days may be used for an employee’s illness or medically related appointment or for illness or medically related appointments for members of the employee’s immediate family. Immediate family is defined as anyone covered under the Family and Medical Leave Act of 1993 (FMLA). Employees may not draw upon the College’s sick leave bank for sick days used for family illness or medically related appointments. The College’s Human Resources Office may request, and the employee shall provide, explanation and appropriate documentation of any sick leave used for family illness or medically related appointments which exceed six (6) days in a fiscal year. This provision regarding use of sick leave for family illness and medically related appointments shall be monitored by the Human Resources Office during the fiscal year for impact upon the College’s operation. If no negative

impact results to the College during that year, the provision cited above will be renewed for the succeeding fiscal year. Sick days are granted at the rate of 15 days per year (pro-rated at 1.25 days per month) except the first, second and third years of employment when the rate is 17 days per year (pro-rated at 1.42 days per month).

B. Sick leave is cumulative to a maximum of 240 days but only 165 days of unused sick leave may be converted to its salary equivalent and paid to a specified beneficiary upon the death of an Administrative Professional Group employee as stipulated in C. below.

C. Unused Sick Leave

Unused sick leave will be converted to its salary equivalent and paid to a specified beneficiary upon the death of an administrative/professional employee. In computing the salary equivalent, one year equals one hundred and sixty-five (165) days and the death benefit would be as follows:

$$\# \text{ of days of unused sick leave} \div 165 = y$$

$$y \times \text{yearly base salary} = \text{payout to specified beneficiary}$$

Example: If an employee passes away and had 100 days of unused sick leave and had an annual base salary of \$50,000, the beneficiary payout would be:

$$100 \div 165 = .61$$

$$.61 \times \$50,000 = \$30,500 \text{ as payout to specified beneficiary}$$

D. Sick Leave Bank

1. A Sick Leave Bank has been established to provide against the economic effects of a long-term illness.
2. All full-time Administrative Professional Group employees (excepting those on temporary appointment) must join the Sick Leave Bank after three (3) months continuous service.
3. Members join the Sick Leave Bank by contributing three (3) days of accumulated sick leave to the bank.

4. If at any time during the academic year the total number of days in the Sick Leave Bank falls below 150, the College will automatically assess each member an additional contribution of one (1) day.
  5. The Bank shall be administered by a committee of two (2) Administrative Professional Group Members appointed by the College President, two (2) faculty members appointed by the President of the Faculty Association, and the Administrative Assistant to the President and the Board of Trustees or their designee.
  6. Eligibility: A member who is suffering from a prolonged or disabling injury or physical/mental illness is eligible to apply to the Sick Leave Bank after they have exhausted their accumulated sick leave.
    - a. The Committee shall administer the Bank and act on each application submitted to it within ten (10) business days. In the event that a member's recovery shall require more than forty (40) working days, the Committee shall meet to determine renewal of the application.
    - b. In applying for Sick Leave Bank benefits, the applicant shall provide the Committee any documentation deemed necessary with regard to the nature and duration of the disabling condition. In making determinations the Committee can require eligible employees to be examined by independent medical examiner(s).
    - c. Ordinarily, the maximum number of days the Committee may allocate for any one illness shall be two hundred (200) days.
- E. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and will be treated as such under the College sick leave plan. Certification by the APG member's physician that such leave is due to medical disability is required.

### **Section Three – Personal Leave**

The employee shall receive three (3) personal leave days a year. These days are noncumulative.

### **Section Four – Bereavement Leave**

Leave for death in the immediate family shall be determined by the President.

## **Section Five – Unpaid Leaves of Absence**

- A. A one-year leave of absence which will enhance the professional training and/or experience of the employee and increase the value of their service to the College may be granted upon approval of the Board of Trustees for (1) advanced study, (2) research or (3) holding a temporary appointment. During the leave of absence, the employee shall continue to accumulate credit toward sick leave and salary increases.
- B. A one-year leave of absence may be granted for reasons other than those stated in Article VI, Section 5A. The application and approval process is the same as specified in Article VI, Section 5A. Seniority shall not accrue and benefits shall not be retained for that year.
- C. Parental leave in the case of a newborn or newly adopted child shall be granted for up to one (1) year. Written requests shall be submitted to the President as far in advance as possible of the requested effective date of leave. During the parental leave, health insurance and dental coverage will continue as at the time of the leave.

## **Section Six– Sabbatical Leave**

One sabbatical leave a year for professional development will be granted for purposes directly related to Administrative Professional Group functions, study, formal education, research, writing, or other experience of professional value to the College or staff member upon the approval of the Board of Trustees.

- A. Eligibility – Completion of six (6) years of full-time service with the College must precede a sabbatical leave. Periods of part-time service will not be included in the computation of years of service for sabbatical.
- B. Application procedure – Applications for sabbatical leave shall be submitted to the President at least six (6) months in advance of the requested effective date of leave, however, no later than December 1 of the academic year preceding the sabbatical unless such requirement is waived by the President.
- C. Period of Time – Sabbatical leave may be granted for a period of one (1) year at a rate not to exceed one-half salary, or for a period of one-half year at a rate not to exceed full salary. An individual on sabbatical leave may, with prior approval of the President, accept fellowships, grants-in-aid or earned income to assist in accomplishing the purpose of the leave. Any person on sabbatical leave shall retain all accrued and continuing benefits during the period of leave.

- D. Obligation – If the employee fails to return to the College and complete one (1) year of full-time service after their sabbatical leave, they must repay the full dollar amount received while on said sabbatical.
- E. Upon completion of the sabbatical leave, the employee shall submit a written report to the Board of Trustees and make an oral presentation to the Board if requested.

### **Section Seven – Military Leave**

- A. Employees covered by this agreement who, as members of the State or National Guard or the Armed Forces of the United States, are required to report for an annual training period or for special periods of emergency active service, will be compensated by the College. Compensation for such periods shall be an amount equal to the difference between the employee’s pay at the time they enter into such active service for their regularly scheduled hours of work and their military pay, provided their military pay is less than the employee’s regular compensation for up to thirty (30) days of such required military duty, in each calendar year of their employment.
- B. The employee shall notify the Human Resources Office as far in advance as possible of required military assignments, and not later than the workday following receipt of official notice of such assignments.
- C. It will be the responsibility of each employee to present the Human Resources Office with an official record of the time spent for claimed period of active service.
- D. No employee will be required to apply their vacation or personal days to any period of mandatory military service.

### **Section Eight – Administrator Exchange Policy**

When an exchange of an employee with another college or agency is clearly seen to enhance the employee’s professional training or experience and increase their future service to the College and when there is no danger to the College program or divisional programs, such an exchange will be given consideration by the President and the Board.

### **Section Nine – Jury Duty**

When an employee is summoned for jury duty, they shall receive their full salary for any time missed as a result of jury duty. The College shall be reimbursed by such an employee in the amount of any jury duty fee received by the employee less expenses.

# **Article VII – Administrative Professional Group Development Fund**

## **Section One – Purpose**

An Administrative Professional Group Development Fund is administered by a committee comprised of two (2) Administrative Professional Group employees elected by the Administrative Professional Group for a three (3) year term, and one (1) non-Administrative Professional Group employee selected by the President for a three (3) year term. This committee shall elect a chair from among its members, review all applications, and make recommendations to the President to grant funds for the following:

- A. Course tuition upon verification of successful completion of the course(s).
- B. Conference or convention travel, which cannot be paid for under the employee’s budgeted travel allotment.
- C. Expenses associated with institutes or study at a college or university.
- D. Stipends granted for college-designated and approved special projects upon successful completion, or upon approval of the supervisor and the request of the employee, for approved expenses associated with college-designated and approved special projects that require a reduced workload to complete.

## **Section Two – Criteria**

The following criteria will be used when reviewing the merits of the applications:

- A. Benefit of the proposal to the College.
- B. Quality of the proposed activity.
- C. Professional value of the proposal to the Administrative Professional Group employee.

## **Section Three – Application Procedure**

- A. Individuals seeking Administrative Professional Group Development Funds must complete the standard A/P Development Fund application form (see Appendix C). The application must be forwarded to the chair of the Administrative Professional Group Development Fund committee before:

First working day in August for Fall semester applications;  
Last working day in December for Spring semester applications;  
Last working day in April for Summer semester applications.

The application must specifically describe the project, the need for it, and the anticipated benefit to the College. Applications are available in the Human Resources Office.

B. The committee will meet to consider applications as needed.

**Section Four – Limitations**

A. Allocation

<u>Year</u>	<u>Fund</u>
2016-2017	\$16,121
2017-2018	\$16,121
2018-2019	\$16,428
2019-2020	\$16,740
2020-2021	\$17,075
2021-2022	\$17,417
2022-2023	\$17,417
2023-2024	\$17,417
2024-2025	\$17,417

B. Designations

1. On June 1 of the given year, any monies not utilized will be allocated proportionately to the current year’s applicants when requests were not completely funded through the Administrative Professional Group Development Fund or other institutional means.
2. Allocated funds will be disbursed upon receipt of billing information and grade reports (indicating successful course completion) for tuition reimbursement, and expense receipts and a brief summary of the conference experience for conference/workshop attendance. Required paperwork shall be submitted to the A/P Development Fund Committee.
3. In the event that members of the Administrative Professional Group Development Fund Committee submit requests for funding, the Administrative Professional Group Executive Committee must validate any allocation.

C. Funds may be encumbered from year to year within the limitations of legal encumbrances as determined by and with the approval of the appropriate College designee.

- D. With supervisor approval, Administrative Professional Group personnel may receive time from regular working hours to pursue course work provided that offices, facilities, and programs are adequately staffed.
- E. In case of excess applications in a given semester/term, priority will be established on the basis of criteria outlined under Section Two.

## **Article VIII – Progressive Discipline, Termination of Appointment, Personnel Files**

During the first year the employee holds an appointment at the College, the service of the employee may be terminated with ten (10) days' notice or ten (10) days' pay. In subsequent years, an employee will not be removed except for cause as specified below. An APG employee who has completed their one (1) year probationary appointment and is given either a lateral transfer or promotion within the APG will not be subject to the one (1) year probationary period in the new appointment. However, if the College deems the employee unsuccessful in the new appointment, the employee will be offered to either return to the previous appointment if vacant or one which is similar, without loss of wages and/or benefits. Should this occur, additional compensation in the new position will be discontinued. Any contractual salary increases, including longevity increases, will be applied as if the employee has remained in their original position for the duration of their time in the new position. All other terms and conditions as outlined in the collective bargaining agreement apply.

- A. The College recognizes and subscribes to the concept of progressive discipline including: verbal notifications; written notifications; suspension, with or without pay; termination.
- B. An employee can be dismissed if any of the following grounds can be substantiated: frequent or gross insubordination, incompetency, gross or continual neglect of duty, or flagrant misconduct. In such event, the employee will receive written notice from the President, with approval from the Board of Trustees.
- C. If performance is in question, before the President of the College recommends termination of appointment to the Board of Trustees, the immediate supervisor and/or the President of the College shall notify the employee in writing of areas requiring improvement. A reasonable timetable with review(s) shall be established by the President and/or the immediate supervisor to allow the employee opportunity to reach accepted institutional performance standards. The President shall give written notice to an employee whose employment is to be terminated as a result of provisions under this section, except those in their first year of employment.
- D. Notwithstanding provisions outlined above, the President reserves the right, in the event of financial exigency, to reorganize and terminate positions within the

Administrative/Professional employee structure. Furthermore, the College reserves the right to terminate a program and the services of the administrator(s) and the professional employee(s) involved in the program. Employees affected by such action shall be given reasonable written notice but in no case less than 90 days. If the position(s) should be reopened within a two (2) year period, the employee(s) shall be reinstated if they so desire.

- E. Personnel Files – A personnel file for each APG employee shall be maintained by the College. Upon request (written or oral), an APG employee may inspect their personnel file. An APG employee may also request the College copy the personnel file, or portions thereof. Said request shall be honored within two (2) business days of request. No material relative to an APG employee’s conduct, service, character, or personality will be placed in their personnel file without five (5) business days notification to the employee. The APG employee will also have the right to submit a written answer to any material in the personnel file, which answer shall be attached to the file copy.
- F. Every APG employee hired shall have an evaluation within the first three (3) months of their employment, unless the employee is terminated prior.

## **Article IX – Benefits**

### **Section One – Insurance**

#### A. Health Insurance

- 1. Employees hired on or prior to September 1, 2009, must have a minimum of ten (10) years of service to have their health insurance continued at the time of their retirement.

Employees hired after September 1, 2009, must have a minimum of twenty (20) years of service to have their health insurance continued at the time of their retirement.

Any member who retires shall pay the same percentage toward the premium in effect at the time he/she retires from the service of the College.

The years of service requirement may be waived by the President at his sole discretion.

- 2. When an employee reaches age 65, they must apply for coverage under the Federal Medicare Program. Cost of the Medicare Program will be borne by the College. Benefits provided under the Health Insurance Program will be

applied only after Medicare coverage has been exhausted as provided by the Health Insurance Program.

3. Employee contribution:

Effective September 1, 2011, the employee will pay 25% of the cost of the premium for family or individual health insurance coverage.
4. Major medical deductible and prescription drug co-payment:
  - a. The annual major medical deductible shall be \$150 per individual coverage and not to exceed \$450 per family.
  - b. Effective January 1, 2019, a three-tier prescription drug plan shall be implemented with edits, with co-payment of \$10 for generic drugs, \$25 for brand name drugs, and \$40 for preferred drugs shall be included as part of the health insurance plan. A 90-day supply of mail order drugs shall be available at a co-payment of \$20 for generic drugs, \$50 for brand name drugs, and \$80 for preferred drugs.
5. Eligible employees in the Administrative Professional Group who elect to waive/reduce the \*Health Insurance (Individual/Family) benefit provided by the College shall receive compensation in the amount of 75% of the employer share of said premium. \*Note: eligibility is contingent on certified documentation of alternative appropriate coverage.

Benefit Parameters:

- a. The 75% cash-out allotment (based upon the previous year's waiver) shall be reimbursed at the beginning of the new calendar year annually, or a percentage thereof if the employee severs their employment with the College during the contract year.
- b. As governed by section 125, Internal Revenue Code, the employee may change coverage status during the annual enrollment period (November) or via a qualifying event as described by the Code.

Health Insurance Buy-Out

Effective September 1, 2009, employees who are eligible for health insurance benefits from the College may elect to waive their right to receive health insurance from the college. If an employee elects to waive their right to receive health insurance (either family or individual coverage) from the College, then the College will provide that individual with a cash payment in the amount of 75% of the College's share of the premium (see previous

paragraphs for contributions) for the plan in effect at the time of the waiver, not to exceed \$4,000.00 for single, and \$10,000 for family coverage.

If an employee eligible to elect family insurance elects to receive single insurance, then the College will provide that individual with a cash payment in the amount of 75% of the College's share of the difference between the family premium and single premium (see previous paragraphs for contributions) for the plan in effect at the time of the waiver, not to exceed \$6,000.

Administrative Professional Group members who receive health insurance from a spouse employed by the College, Cayuga County, Cayuga County Soil and Water, or other municipality with County health insurance are not eligible for the health insurance buyout.

For the cash payment to be received on January 1, 2021 for waiving health insurance, the payment shall not exceed \$7,000 for waiving family coverage; \$3,000 for individual relative to partial waivers coverage.

Grandfather Clause: Only those employees who are receiving the health insurance buyout as of January 1, 2018 are eligible to continue to participate in the buyout on the terms described herein (however, should they elect the individual in the position of Instructional Technologist to begin employment in October 2018 may participate in the buyout.) Furthermore, such buyout may only continue as either a Full Waiver or a Partial Waiver, as may be applicable and as in effect for the particular employee as of January 1, 2018. All other employees (current or new) are excluded from participation in the health insurance buyout.

6. Employees with one (1) or more year's continuous service who leave the employ of the College for reasons other than retirement or dismissal (Article VIII, A), will have their health insurance continued for sixty (60) days.

B. Disability Insurance

Eligibility for long-term disability insurance will take effect after the employee has utilized Sick Leave Bank benefits and has met insurance carrier requirements. Coverage will be funded one hundred (100) percent by the College.

C. Dental Insurance

1. The dental insurance will be funded one hundred (100) percent by the College for the employee only.

2. Employees may participate in the dental plans offered by the County of Cayuga. Employees will be required to pay any additional cost above that which the College pays for its dental plan.

D. Life Insurance

The life insurance will be funded one hundred (100) percent of the premium for a group life insurance policy for each employee. Each member's coverage will be equal to twice his/her base salary.

E. Worker's Compensation

The employee is covered by Worker's Compensation Insurance and the General Liability Insurance in accordance with provisions of the policies. For further details, contact the Human Resources Office.

F. Tax-Deferred Annuity

The employee is eligible to participate in a tax-deferred annuity program through a college approved insurance company.

## **Section Two – Retirement**

- A. Employees may choose either the N.Y.S. Teachers' Retirement, the N.Y.S. Employees' Retirement or the T.I.A.A./C.R.E.F. pension without cost to the individual, except as limited by law.

- B. Administrative Professional Group employees who have attained at least the age of 55 shall be eligible for an early retirement incentive upon attaining fifteen (15) years of service.

C. Notice and Payment

The employee who elects to retire must inform the President with written notice at least six (6) months in advance of their retirement. An exception to this provision may be granted by the President if deemed to be in the best interest of the College.

The retirement incentive will be paid as follows: during the first year of eligibility – 100% of the final year's base contract salary; during the second year – 80%; during the third year – 60%; during the fourth year – 40%; and during the fifth year – 20%.

Only those employees who are employed by the College and are members of the APG unit as of January 1, 2019 are eligible for the early retirement incentive. All others may not receive the early retirement incentive.

### **Section Three– Tuition Exemption**

#### **A. Credit Courses and Programs**

Administrative Professional Group employees, their spouses, and their dependent children will receive a tuition waiver for credit courses for the balance of tuition not covered by the New York State Tuition Assistance Program. Part-time tuition waiver enrollment in credit courses will be on a space available basis.

#### **B. Noncredit Courses**

1. Tuition waivers for job-related noncredit courses will be allowed for the employee only with approval of their supervisor and the appropriate College designee.
2. Tuition waivers for no more than two (2) non-job-related noncredit courses per semester will be allowed for the employee, with the approval of their supervisor, on a space available basis in those courses in which the instructor's stipend is not a function of the number of course enrollments. Tuition cost of non-job-related noncredit courses shall be limited to \$400 per course.

### **Section Four – Credit Union**

Employees who wish to participate in the area credit union shall be allowed to do so through payroll deductions. Procedures designed to minimize the costs of bookkeeping will be determined by the College. Employees interested in joining the credit union should contact the College Business Office about application procedures.

### **Section Five – Flexible Spending Plan**

The Flexible Spending Plan shall provide for payroll deductions in accordance with the Internal Revenue Service Code and its implementing regulations for health insurance premiums, dental costs, childcare payments and, if permitted, optical costs. The College will assume the costs and responsibility of administering the plan.

### **Section Six --Annual Physical**

- A. The employee is encouraged to receive an annual physical. If the physical is not covered by the College health insurance policy, the employee shall be reimbursed up to a maximum of \$100.
- B. A pre-employment physical may be required of a newly hired employee. The College will reimburse the prospective employee up to a maximum of \$100. The

results of the physical will be submitted to the Human Resources Office, protected by confidentiality.

## **Article X – Travel Expenses**

### **Section One – Lodging**

Lodging will be reimbursed at an appropriate rate approved in advance by the President, or appropriate Vice President.

### **Section Two – Meals**

Upon presentation of meal receipts to the Business Office, staff members will be reimbursed up to \$50 (including tips) per day.

### **Section Three – American Plan**

When subsistence rate at conventions and meetings of associations or organizations is in excess of maximum allowable rates, prior approval must be obtained. A voucher for expenses incurred when attending conventions and meetings of organizations shall be supported by a program of literature setting forth opening and closing dates of the convention.

### **Section Four – Transportation**

#### **A. Personal Car**

Personal car use will be reimbursed at the Internal Revenue Service rate.

#### **B. Air Travel**

The use of airplane travel may be approved when time is the controlling factor in the dispatch of official business. Where airplane travel is approved, a copy of the ticket must be presented for reimbursement. Expenses will be reimbursed for airport parking and travel to and from the airport via limousine or bus.

### **Section Five – Tax Exemption**

Certain taxes are not to be charged College personnel. Tax exemption forms are available in the Business Office.

# **Article XI – Grade Structure, Longevity and Rates of Pay**

## **Section One – Salaries**

Effective September 1 of the 2022-2023 academic year, employees’ base pay will increase 2.75%.

Effective September 1 of the 2023-2024 academic year, employees’ base pay will increase 2.00%.

Effective September 1 of the 2024-2025 academic year, employees’ base pay will increase 2.00%.

## **Section Two– Longevity**

### **A. Longevity Payment**

1. Effective September 1, 2013, Administrative Professional Group employees will receive annual longevity payments in addition to but not added to base salary as follows:

- after completion of 5 full years – \$400
- after completion of 10 full years – \$750
- after completion of 15 full years – \$1,000
- after completion of 20 full years – \$1,250
- after completion of 25 full years – \$1,500

2. Longevity pay will be included in regular paychecks.

### **B. Eligibility Date**

1. Employees whose effective date of full-time appointment to the College is September 1 will have their longevity eligibility date established September 1 of the year in which they are appointed.

2. Employees whose effective date of full-time appointment to the College does not fall on September 1 will have their longevity eligibility date established as follows:

- a. Employees appointed effective September 2 through March 1 will have their longevity eligibility date set retroactively to the previous September 1;

- b. Employees appointed effective March 2 through August 31 will have their longevity eligibility date set to September 1 of the year in which they are appointed.

**Section Three – Grade Structure/Job Titles**

Based on the Job Classification/Reclassification Process that was created in July 2019, the Human Resources Office will maintain this process for members for the purpose of reviewing classification/reclassification requests.

<b>Administrative Professional Group Grade Structure/Job Titles</b>	
<b>Grade</b>	<b>Job Title</b>
9	Comptroller
8	Director of Capital Projects and Facilities
7	Director of Admissions Director of Distance Learning Director of Information Technology Director of Institutional Research and Planning Director of Public Relations and Institutional Communication Director, Central Southern Tier RAEN Director of Student Financial Services Registrar Director of Public Safety
6	Director of Adult Learning Director of Fulton Operations Manager of Information Technology User Services Manager of Network Operations and Systems Administration Associate Comptroller/Assistant Chief Financial Officer
5	Assistant Comptroller Assistant Director of Financial Aid Assistant Registrar Assistant to the NYS Director of Accountability Banner Functional Support Specialist Banner Support Specialist Coordinator of Community Education Coordinator of Health Services Director of Theatre Operations Enterprise Systems Integrator Telecommunications Department Engineer Webmaster Graphics Designer

	<p>Manager of Fulton Operations  Data Analyst  Bursar/Assistant Director of Student Financial Services  Assistant Director of Community Education and Workforce Development  Information Security Specialist  Coordinator of Distance Learning</p>
4	<p>Admissions Assistant  Admissions Representative  Assistant Director of Buildings &amp; Grounds  Assistant to the Athletic Director  Coordinator of CILL  Evening/Weekend Administrator  Instructional Assistant/Technical &amp; Media Services  Learner Web Coordinator  Network Desktop Support Specialist  Program Specialist  Sunday Administrator/University Coordinator (Part-time)  Public and Media Relations Associate  Assistant Director of Public Safety  Instructional Technologist</p>
3	<p>Instructional Assistant/Computer Help Desk Support  Instructional Assistant/Computer Lab  Instructional Assistant/Library  Instructional Assistant/Science  Program Coordinator RAEN  Public Safety Officer II  TAACCCTP Counselor</p>
2	<p>Admissions Assistant  Admissions Assistant (Part-time)  Instructional Assistant/Publications  Instructional Assistant/Computer Support Instructional  Assistant/Physical Education  Instructional Assistant</p>
1	<p>Instructional Assistant (Part-time)</p>

## **Section Four – New Hire Salary Ranges**

**2022-2025**

<b>Grade</b>	<b>Min</b>	<b>Max</b>
9	\$79,872	\$99,315
8	71,638	89,020
7	64,282	79,817
6	58,510	71,583
5	53,142	64,225
4	47,884	58,469
3	43,178	53,108
2	38,969	47,848
1	35,207	43,145

\*This salary range only applies to new hires as stated. This range does not apply to employees currently on payroll as of date of ratification.

Effective September 1, 2014, grade 1 will be eliminated for any new hires (except part-time) and all full-time grade 1 employees will move to grade 2.

## **Article XII– Grievance Procedures**

### **Section One – Declaration of Purpose**

Because the establishment and maintenance of a harmonious and cooperative relationship between the President and the Administrative Professional Group is essential to the operation of Cayuga Community College, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of both parties through procedures under which they may present grievances free from coercion, interference, restraint, discrimination, or reprisal.

### **Section Two – Definitions**

1. Grievance – A grievance is any claimed violation, misinterpretation or inequitable application of an express term or terms of this agreement.
2. Grievant – A grievant is any unit employee or the APG.
3. Day – Unless otherwise specified, working days shall mean Monday through Friday, excluding legal holidays and vacation periods during the academic year, and shall not include the day on which a grievance is presented or appealed or returned.
4. Academic Year – The academic year shall mean September 1 through June 30<sup>th</sup>.

5. Hereafter APG shall refer to the Administrative Professional Group.

### **Section Three – General Procedures**

1. All grievances shall be in writing and include the name and position of the grievant, the identity of the contract provisions involved, the day and place where the alleged event(s) or conditions(s) contributing to the grievance existed, the identity of the party responsible for causing said event(s) or conditions(s), if known to the grievant, and a general statement of the nature of the grievance and redress sought.
2. All decisions shall be rendered in writing and shall be transmitted to the grievant and the APG.
3. For the purpose of facilitating the processing of grievances, each party will furnish the other, upon request, with any and all documents that are relevant unless they are prohibited by law.
4. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance informally adjusted without intervention of the APG, provided the adjustment is consistent with the terms of this agreement and the APG has been given an opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, such adjustment shall be final and binding upon the grievant, but shall not create a precedent or ruling binding upon either of the parties to this agreement in future proceedings. There shall be no representation of grievance without APG representation beyond Step 1.
5. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications will continue in full force and effect.
6. Grievances shall be submitted to Step 1 within twenty (20) working days of the time the grievant knew of, should have known of the act, event or occurrence giving rise to the grievance or it shall be barred and there shall be no right to process the grievance.
7. Failure by the grievant after Step 1 to process said grievance within the time frames set forth herein shall be considered a bar and there shall be no right to process the grievance any further.

8. Should the employer or their representative not process the grievance in a timely fashion, the grievant may move to the next step of the grievance process as though an answer had been received within the stated timeframe.
9. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford fair and reasonable opportunity for all interested parties to attend. Said hearings shall be scheduled so as to avoid interference with class schedules. When such hearings and conferences are held during class hours or working hours, all employees whose presence is required shall be excused for all purpose without loss of payment from the College.

#### **Section Four – Step Procedures**

##### Step 1

The grievance shall first be discussed between the grievant and/or their representative and the grievant's immediate Supervisor and/or their designee. The Supervisor and/or designee shall respond to the informal grievance in writing within ten (10) days of the discussion. If the grievance is not resolved at Step 1, it must be submitted to Step 2 within ten (10) days of receipt of the Step 1 decision.

##### Step 2

If the grievance is not resolved in Step 1, and the grievant wishes to have it reviewed further, the grievant shall submit it to the APG Executive Committee who will need to determine its merit. If the APG Executive Committee determines that it has merit, then the APG Executive Committee shall submit to the College President or their designee a written grievance setting forth the specific nature of the grievance and the facts relating thereto. Within ten (10) days of receipt of the written grievance, the College President or their designee shall hold an informal hearing at which the grievant and/or their representative will appear to present oral and written arguments. Within ten (10) days after the close of the hearing, the College President or their designee will answer the grievance in writing. If the grievant is not satisfied with the answer in Step 2, the grievant may appeal to Step 3.

##### Step 3

If a grievance remains unresolved after Step 2, and the APG determines that the grievance is meritorious, the APG may file a demand for arbitration fifteen (15) working days from receipt of the decision at Step 2 to the American Arbitration Association ("AAA"). In the event that the AAA is no longer in operation, the parties shall have the ability to select an arbitrator from the Federal Mediation and Conciliation Service ("FMCS") or the New York State Public Employment Relations Board ("PERB"). No grievance shall be submitted to arbitration without the consent of the APG.

The decision of the arbitrator shall be final and binding on both parties.

The fees and expenses of the arbitrator shall be shared equally by the College and the APG.

The arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, or to render any decision which conflicts with any law, regulation, or directive, or to imply any obligation which is not specifically set forth in this Agreement. Each demand for arbitration shall list only one (1) grievance unless the parties otherwise agree to handle several grievances for hearing before an arbitrator.

### **Article XIII – 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 providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

### **Article XIV – Representation**

A member of the Administrative Professional Group shall serve on the President's Executive Team or any successor group with the same duties and/or responsibilities. The College President shall determine which member serves on the Executive Team or any successor group.

The APG shall have one (1) representative on the hiring committee for all APG positions.

### **Article XV – Work Performed Outside of Normal Hours**

Under normal circumstances, if situations require an APG member to work additional time outside of their normal work hours as specified by the APG contract, any additional pay will be negotiated in advance with the exception of emergency response and on call situations.

#### Emergency Response

In emergency circumstances outside of normal working hours, if an APG member is required to work, members will receive overtime pay at the hourly rate of time and one half for four hours of work, minimally. If the time required for the task exceeds four hours, the pay will extend to the amount of time required to resolve the situation.

Emergency situations are defined as follows:

1. The situation is
  - a. Unexpected

- b. Time sensitive
  - c. Costly if addressing the situation is delayed
  - d. Legally volatile if addressing the situation is delayed
2. The employee's supervisor is unavailable or has requested the employee's response to the situation.

It is expected that supervisors will instruct their respective employees in general guidelines for responding to such emergencies within their realm of authority. When responding to such a situation, the employee will notify their supervisor of the action taken as soon as possible. The employee and their supervisor will convene a meeting no more than three (3) business days following the event to discuss the nature of the emergency as well as the action taken by the employee. Guidelines will be developed in response to the information related to the event to provide future direction to the appropriate individuals and/or departments.

Within four (4) business days after the emergency situation occurs, the employee will submit to their immediate supervisor an overtime sheet requesting payment for the hours worked during the emergency.

### On-Call

An employee may be asked to be available to the College outside of contractually defined normal working hours if their expertise is needed for a particular situation, but a specific task has not been defined.

If an APG member agrees to an on-call request by the employee's immediate supervisor in consultation with the respective Dean or Vice President, the employee will be compensated at a flat rate of \$100 for a 24-hour period. If it should be necessary that the employee should come into the College to address an on-call situation, the employee will receive overtime pay at the hourly rate of time and one half for no less than one (1) hour of work. Within four (4) business days after the on-call situation occurs, the employee will submit to their immediate supervisor an overtime sheet requesting payment for the hours worked.

The employee and their supervisor will convene a meeting no more than three (3) business days following the event to discuss the reason for travel into the College as well as the action taken by the employee. Guidelines will be developed in response to the information related to the event to provide future direction to the appropriate individuals and/or departments.

Generally, the College will give the employee a minimum of 1 week (5 business days) notice that they will be on-call. If an APG member declines a request to be on-call, they will not be penalized. The employee must accept or decline an on-call request within one

(1) business day. The employee is not required to give a reason for declining an on-call request.

If a situation arises after the employee accepts an on-call request which prevents them from fulfilling the obligation, the employee will work with their immediate supervisor to find a suitable replacement.

## Appendix A

### Cayuga County Community College Workers' Compensation Form

When an employee is injured on the job and meets the Workers' Compensation eligibility requirements, the following two (2) options are available.

PLEASE READ CAREFULLY:

#### \_\_\_\_\_ Workers' Compensation Option

- The employee “leaves” under Workers' Compensation which is retroactive to day one after the seven (7) consecutive calendar day waiting period obligation is met. The employee will deal directly with Workers' Compensation for reimbursement during the disability period. Reimbursement is approximately 67% based on the previous 12 months earnings, and the employee is deactivated from the College payroll during the period of disability.
- Benefits: retirement contributions would cease during disability period; however, all other benefits would be retained and continue to accrue. When reinstatement is made, retirement contributions would be reactivated.

#### \_\_\_\_\_ 1/3 X 2/3 College Option

- During the disability period, retroactive to day one after the seven (7) consecutive calendar day waiting period, the employee will receive approximately two-thirds (2/3) of their salary (based on the previous 12 months) directly from the Workers' Compensation Board. The College will pay the employee the difference between the compensation payment (2/3's) and their current weekly salary (1/3). Upon receipt of the Workers' Compensation payment, the employee shall present the check to the Human Resources Office so that the dollar amount can be reduced from their pay.
- Benefits:
  - Insurance: Health insurance and life insurance will be retained.
  - Sick Leave: Employee will be assessed one-third (1/3) sick leave day for every day absent against their accrued sick leave (whereas two-thirds (2/3) sick leave day will be reimbursed by the Compensation Board) and sick leave would continue to accrue.
  - Vacation Leave: will continue to accrue.

- Retirement: contribution would be made only on funds received from the College (approximately one-third (1/3) of a day). Workers' Compensation does not contribute to retirement.
- Tax purposes: College moneys received are taxable whereas reimbursement received from Workers' Compensation is not.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B

### Cayuga Community College Sick Leave Bank Application

<b>Cayuga Community College</b> <b>Faculty – Administrative – Exempt – Executive Staff</b> <b>Sick Leave Bank Application</b>	
Name:	Date:
Rank/Position:	Starting date leave:
<p>The Sick Leave Bank is to provide against the economic effects of a long-term illness. Please refer to the appropriate section of your contract/agreement for specific provisions of the Bank. All information submitted herein will remain confidential.</p>	
<p>1. Please explain the reason for applying to the Sick Leave Bank (re: nature of illness/disability) and provide your physician’s documentation of illness.</p>	
<p>2. Have you previously applied to the Sick Leave Bank?      ___ yes*      ___ no          * If yes, when: _____      Number of days approved: _____</p>	
<p>3. Please provide the following:</p> <p style="margin-left: 40px;">(a) Number of work days you expect to be absent: _____</p> <p style="margin-left: 40px;">(b) Number of sick leave days accrued in your account as of _____                (_____)</p> <p style="margin-left: 40px;">(c) Number of Sick Leave Bank days requested: _____</p> <p style="margin-left: 40px;">(d) A copy of your vacation/sick leave calendar. _____</p>	
Applicant Signature:	
Sick Leave Bank Committee	
_____ approved      _____ disapproved      Number of days approved _____	
Comments:	
Committee Member’s Signature	

## Appendix C

### Cayuga Community College Administrative Professional Group Development Fund Application

APPLICANT'S NAME

FOR APGDF USE ONLY

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Last	First	MI	Date Received
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DEPARTMENT	Previously applied? [ ] Yes [ ] No
------------	---------------------------------------

APGDF Request Period	If yes, date _____
----------------------	--------------------

From \_\_\_\_\_ to \_\_\_\_\_

Received _____	Amount
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PROJECT TITLE	APGDF FUNDS REQUESTED	PROJECT SITE
		[ ] On Campus
		[ ] Off Campus
		[ ] Both

If off campus, where? \_\_\_\_\_

1.	Brief description of proposed project.	

2.	Proposed budget	
	A. Stipend	_____
	B. Tuition (cost per credit hour)	_____
	C. Travel (food, lodging, etc. – explain)	_____
	D. Supplies (explain) _____	_____
	E. Equipment (explain) _____	_____
	F. Miscellaneous (explain) _____	_____
	TOTAL APGDF Funds Requested	\$ _____

*Support all expenses with receipts for reimbursement.*

**PLEASE COMPLETE REVERSE SIDE**

3. Project proposal  
Provide a detailed description of the proposed project (maximum of two double-spaced pages) arranging your responses as follows:
- A. Essence of the proposed project
  - B. Benefit of proposal to the College
  - C. Professional value of project to you
  - D. Future plans for continuation or expansion of project

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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4. Supervisor's review and recommendation of proposal.

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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5. Committee's review and recommendation of proposal.

Committee Chair's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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6. President's review and recommendation of proposal.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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# Appendix D

## Cayuga Community College Employee Performance Evaluation

Evaluation for:

Employee Name –

Job Title -

Department –

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### Instructions for completing the form:

The supervisor completes the evaluation based on the employee's performance for the entire rating period. The annual evaluation period is from September 1st through August 31<sup>st</sup>. On September 1<sup>st</sup>, the Human Resources office will inform all supervisors of the evaluations required. The evaluations will be due no later than September 30.

The supervisor, in consultation with the employee, should review the employee's current job description to insure it accurately describes the duties performed by the employee. If revisions are necessary, they should be discussed with the Director of Human Resources.

**1. Section I—General Work Characteristics:** Select the rating for each work characteristic that best describes the employee's job performance. Comments are optional. If improvements are needed, document in Section IV A, Performance Improvement Objectives.

**2. Section II—Job Responsibilities:** List the tasks/responsibilities most important for successful performance of the employee's job (normally 80% of the tasks/responsibilities from the position description). Work standard is to be completed for each task/responsibility. Each work standard should clearly communicate the performance expectations and provide clear and concise directions for the employee to use in managing daily performance. Actual performance for each task must be noted. Performance of job responsibilities shall be evaluated based on how well the employee has met the established work standard and will be given the following ratings:

**Exceeds Requirements:** Work performance that clearly and consistently surpasses the work standard for the task throughout the rating period.

**Meets Requirements:** Work performance that competently meets the work standard for the task.

**Needs Improvement:** Work performance that sometimes fails to meet the work standard for the task; must be documented in Section IV A, Performance Improvement Objectives.

**Unsatisfactory:** Work performance that clearly and consistently fails to meet the work standard for the task throughout the rating period; must be documented in Section IV A, Performance Improvement Objectives.

**3. Section III—Evaluation Summary:** Select ratings for overall job performance from choices given by considering all of the work factors from Sections I and II. Supervisor comments are required if the overall job performance level is unsatisfactory. Employee should answer the questions pertaining to discussion of position description and performance dimensions to be evaluated.

**4. Section IV—Employee Development:** Optional if all job responsibilities meet or exceed requirements.

**A. Performance Improvement Objectives:** Complete this section for each general work characteristic in Section I needing improvement, and from Section II, complete for each task/responsibility that has been rated as "needs improvement" or "unsatisfactory;" specify a course of action to guide future improvement of the employee.

**B. Personal Development Objectives:** Supervisor and employee discuss and identify specific objectives designed to expand the employee's job-related skills, knowledge, and abilities.

**5. Section V—Employee Self Evaluation:** Employee's opportunity to acknowledge and respond to Supervisor's ratings and opinions.

Optional

**A.** Update credentials; document outstanding accomplishments and service.

**B.** Make suggestions for improving job conditions and/or solving work problems. (Examples: new equipment or other changes in the work environment that might increase efficiency.)

**6. Signatures:** At the conclusion of the evaluation conference, which must be completed by September 30, the form must be signed by both the supervisor and the employee. An employee's signature does not reflect agreement with the assessment, only that the employee was given the opportunity to discuss the official review with the supervisor.

## SECTION I – GENERAL WORK CHARACTERISTICS

General work characteristics are factors which apply to all employees.

Select rating for each general work characteristic; comments are optional. Consider job performance throughout the evaluation period.

1. **Attendance & Punctuality.** Consider number of absences, work arrival and departures, lunch periods and breaks, use of annual and sick leave in accordance with College policy. The employee:

- Has difficulty in attendance or punctuality.
- Demonstrates adequate attendance and punctuality.
- Is consistently present and on time.
- Makes exceptional use of their work time at the college.

Comments:

2. **Dependability.** Consider the extent to which the employee can be counted on to carry out instructions and responsibilities (the degree of supervision necessary to complete work). The employee:

- Has difficulty completing work assignments even with supervision.
- Carries out instructions and responsibilities with close supervision.
- Carries out work assignments with expected degree of independence and efficiency.
- Carries out work assignments with exceptional degree of independence and efficiency.

Comments:

3. **Interpersonal Relations.** How well does the employee get along with other individuals in the performance of job duties? Consider effectiveness of relations with co-workers, subordinates, supervisor and if applicable, students, faculty, staff, and the public in the handling of position responsibilities. Consider the employee's cooperativeness, tact, and courtesy. The employee:

- Has difficulty in relating to others; is not readily cooperative.
- Relates to others fairly well.
- Works well with others; facilitates cooperation.
- Is very effective interpersonally; works extremely well with others.

Comments:

4. **Knowledge Base.** Does the employee have sufficient knowledge and skills required to perform their duties as described in their job description?

- Has insufficient ability to accomplish work assignments.
- Requires minimal additional training in order to complete assignments.
- Has adequate knowledge and skills needed to complete duties as assigned.
- Has exceptional knowledge and skills.

Comments:

**SECTION II – JOB RESPONSIBILITIES**

Job responsibilities are rated based on how well the employee met the work standards. Job responsibilities should be consistent with the employee's job description.

In consultation with the employee being evaluated, choose a minimum of three responsibilities that are necessary to ensure successful job performance. Additional job responsibilities may be evaluated at the supervisor's discretion. Attach additional pages if needed.

1. Task/Responsibility:

Work Standard:

Actual Performance:

- exceeds requirements     meets requirements     needs improvement     unsatisfactory
- 

2. Task/Responsibility:

Work Standard:

Actual Performance:

- exceeds requirements     meets requirements     needs improvement     unsatisfactory
- 

3. Task/Responsibility:

Work Standard:

Actual Performance:

- exceeds requirements     meets requirements     needs improvement     unsatisfactory

---

4. Task/Responsibility:

Work Standard:

Actual Performance:

- exceeds requirements     meets requirements     needs improvement     unsatisfactory

---

5. Task/Responsibility:

Work Standard:

Actual Performance:

- exceeds requirements     meets requirements     needs improvement     unsatisfactory

---

### SECTION III – EVALUATION SUMMARY

Evaluation summary is an overall rating and should include supervisor comments.

Select rating for overall job performance; consider all of the work factors from Sections I & II. Supervisor comments are required if the overall job performance level is unsatisfactory. Attach additional pages if needed.

OVERALL JOB PERFORMANCE

- exceeds requirements     meets requirements     needs improvement     unsatisfactory

Supervisor comments -

**SECTION IV – EMPLOYEE DEVELOPMENT**

Sections IV and V are optional if performance on all job responsibilities meets or exceeds requirements. The employee should be encouraged to participate fully in the evaluation process and to make written comments and suggestions for improving performance or solving problems related to work performance. Attach additional pages if needed.

**A. Performance Improvement Objectives**

Identify areas from Sections I and II where improvement in job performance is needed and specify action plans recommended to achieve successful work standard.

Performance Area:

Action Plan:

Performance Area:

Action Plan:

**B. Personal Development Objectives**

Identify specific objectives and action plans designed to expand the employee’s job-related skills, knowledge, and abilities. May also include the employee’s career goals and objectives.

Goal/Objective:

Action Plan:

Goal/Objective:

Action Plan:

**TO BE COMPLETED BY THE EMPLOYEE BEING EVALUATED:**

1. I was given the opportunity to review and discuss my position description.  
 yes     no
  
2. I was given the opportunity to review and discuss the job responsibilities and work standards rated during this evaluation.  
 yes     no
  
3. If the position description was revised for the upcoming year, I received an updated copy.  
 yes     no     no revisions

Comments on this performance evaluation (optional). Attach additional pages if needed.

B. Suggest ideas to improve job conditions and/or solve work problems. Example: new equipment or procedures that would increase efficiency.

---

Supervisor (evaluator) \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_

(Signature does not necessarily denote agreement with official review and means only that the employee was given the opportunity to discuss the official review with the supervisor.)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

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