AGREEMENT BETWEEN

ONONDAGA COMMUNITY COLLEGE

AND

THE PROFESSIONAL ADMINISTRATORS OF ONONDAGA COMMUNITY COLLEGE
FEDERATION OF TEACHERS AND ADMINISTRATORS

Onondaga Community College

2014-2019
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AGREEMENT, made this 1st day of September, 2014, by and between

ONONDAGA COMMUNITY COLLEGE (hereinafter referred to as "College") and
THE PROFESSIONAL ADMINISTRATORS OF ONONDAGA COMMUNITY
COLLEGE FEDERATION OF TEACHERS AND ADMINISTRATORS (hereinafter
referred to as Professional Administrators and/or
“PA” or “PA of OCCFTA”).

PREAMBLE

The College and the Professional Administrators enter into this agreement willingly and
with the full optimism that the written agreement of the conditions for administrative
employment at the College will be for the distinct benefit of the College operation as a
whole. They mutually pledge to work conscientiously within the framework of the
agreements herein displayed. It is their goal to allow clarity of rights and responsibilities,
and process for the settlement of disagreements and for all to act in the good interests of
the continuous and orderly management of the College.

The parties to this agreement do not and will not discriminate in any matter contrary to law
with regard to the application of the terms and conditions of this agreement to any member
of the Professional Administrators unit.

STATUTORY COMPLIANCE

Section 204 (a) of the Civil Service Law of the State of New York, commonly referred to
as the Taylor Law, requires the following paragraph to be included within any labor
agreement executed between a public employer and its public employees:

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

ARTICLE I – AGREEMENT SCOPE

The College and the PA of OCCFTA acknowledge that during the negotiations which
preceded this agreement each party had the unlimited right and opportunity to make
demands and proposals with respect to any subjects or matter and that the understanding
and agreements arrived at between the parties after the exercise of that right and
opportunity are set forth in this agreement. Therefore, the College and the PA of
OCCFTA agree that during the life of this agreement neither the College nor the
PA of OCCFTA shall be obliged to negotiate collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this agreement.

ARTICLE II - MANAGEMENT RIGHTS

1. Except as expressly modified or limited by the provisions of this agreement, the Board of Trustees and the College President retain all authority, rights, and responsibilities possessed as regular and customary functions of management including but not limited to:

   A. The right to determine the mission, purposes, objectives, and policies of the College.
   B. To determine facilities, methods, means, and number of personnel required for the conduct of such College programs.
   C. To formulate any reasonable rules and regulations.
   D. To schedule classes and other activities.
   E. To select, recruit, hire, evaluate, train, retain, promote, assign and transfer employees.
   F. To direct, assign, and utilize employees.
   G. To establish specifications for positions and to classify or reclassify and to allocate or reallocate new or existing positions.
   H. To discipline or discharge employees in accordance with law and the provisions of this agreement.
   I. To contract for, subcontract or purchase any work, operation or delivery of service, program or activity of the College currently performed by the PA of the OCCFTA in their respective functional areas upon prior notification to the OCCFTA President.

2. All the rights, powers, and authority which have not been specifically abridged, terminated, or modified by this agreement are recognized by the PA of OCCFTA as being retained by the Board of Trustees and the College President.

ARTICLE III - ASSOCIATION STATUS

1. The PA unit of the OCCFTA comprises positions in the professional service as defined by subdivision 2 of section 6306 of New York Education Law as determined by the Onondaga Community College Board of Trustees with the approval of the Chancellor of the State University of New York.

Excluded from this definition are personnel (1) who formulate policy, (2) who assist directly in the preparation for and conduct of collective negotiations or have a major role in the administration of agreements or in personnel administration, (3) who assist and act in a confidential capacity to personnel described in the preceding clauses of
this sentence, and (4) the following titles annexed herein and others as mutually agreed by the OCCFTA and the College.

Inclusion or exclusion in the PA unit of new positions created by the College subsequent to the date of this agreement shall be preceded by discussion with the OCCFTA. Any impasse in this area shall be submitted to the Public Employment Relations Board for resolution.

2. **Recognition.** The College hereby recognizes the OCCFTA as the bargaining representative for the PA positions listed in Appendix 2.

3. **No-Strike Provision.** The OCCFTA affirms that it does not assert the right to strike or to assist, to participate in any strike, nor to impose an obligation to conduct, assist, participate in any strike, slowdown or work stoppage during the life of this agreement.

4. **Membership.** Membership in the OCCFTA shall not be a condition of employment and the College agrees that there shall be no discrimination, interference, restraint, or coercion by the College against any employee because of his/her membership and/or his/her activities in OCCFTA business.

5. **Payroll Deduction.** College will, upon thirty (30) days notice and upon receipt of a written and signed direction from each employee deduct from the wages due such employee in any month the regular dues fixed by the OCCFTA.

   As long as permitted by law, the College will deduct an agency shop fee, equal in amount to dues, from the wages of those individuals who are members of the PA unit but who choose not to become OCCFTA members.

   The College will remit dues and agency shop fee deductions to the OCCFTA on a regular basis.

   The OCCFTA affirms that it has adopted such procedures for refund of agency shop fee deduction as required by Section 208.3 (b) of the New York State Civil Service Law.

   **VOTE-COPE.** A program providing for VOTE-COPE check-off and remission of payments to NYSUT will be started. Under the program, the Federation will provide to the College the appropriate authorization form from each participant; the VOTE-COPE check-off shall be deducted from each participating bargaining unit member’s biweekly paycheck (20 paychecks annually); and an annual time frame for participants to authorize or to cancel the check-off will be established.
6. **Indemnification.** The OCCFTA shall indemnify, defend, and hold the College, its officers, officials, agents, and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and all legal acts arising from any action taken or not taken by the College, its officials, agents, and employees in complying with this section of the agreement. The OCCFTA shall promptly refund to the College, which shall refund to the employee any funds received in accordance with this agreement which are in excess of the amount of dues or other deductions which the College has agreed to deduct. The College shall not deduct any OCCFTA fines, penalties, premiums, or special assessments from the pay of any Professional Administrator.

7. **PA of OCCFTA Local Representative.** The elected OCCFTA Vice President – Professional Administrators or in his/her absence, his/her designee shall act as the PA local representative and shall have the right, with or without counsel, on behalf of the PA to confer with College representatives regarding terms and conditions of this agreement. The OCCFTA shall notify the College in writing of any change of this representative’s designation and authority and any change in either.

8. **Personnel File.** Individual personnel files relating to employees covered by this agreement shall be kept in the Office of Human Resources and no other official personnel file shall be maintained.

   Individual personnel files shall be confidential, but each individual shall have the right to review his/her own personnel file in the Office of Human Resources at any reasonable time and he/she may be accompanied by an advisor of his/her own choice.

   A copy of any material either to be placed in or removed from a Professional Administrator’s file will be forwarded to the administrator.

9. **Provision of Certain Information.** The College, upon reasonable and timely request by the authorized representatives of the OCCFTA, shall provide available public information and other information required by law for the purpose of assisting in the administration of resultant grievances arising under this agreement. In addition, the College will provide notification to the OCCFTA of all rules and regulations promulgated by the College.

10. **PA of OCCFTA Released Time.** The OCCFTA Vice President – Professional Administrators or his/her designee shall be granted eight (8) days released time annually for attendance at State and National affiliates meetings.

11. **Notification Of Title, Position Changes, New Positions, New Hires and/or Resignations/Retirements.**

   The College shall notify the OCCFTA Vice President – Professional Administrators via email of any and all title changes and/or new positions within 10 business days of the Board of Trustees approval of such titles or new positions.
The College shall notify the OCCFTA Vice President – Professional Administrators via email of any and all position changes and/or new hires within 10 business days upon Human Resources’ receipt of a signed appointment letter.

The College shall notify the OCCFTA Vice President – Professional Administrators via email of bargaining unit employees who resign or retire from the College within 10 business days of the effective date of resignation or retirement.

**ARTICLE IV - WORKING CONDITIONS**

1. **Date of Initial Hire.** Date of initial hire shall be defined as the date that an employee was first employed by the College in a PA unit title and followed by continuous service in a PA unit title.

2. **Continuous Service.** Continuous service shall be broken by any one of the following actions:
   
   A. Resignation  
   B. Termination or suspension not followed by reinstatement.  
   C. Discharge  
   D. Retirement  
   E. Failure to return to work within ten (10) working days following a paid or unpaid leave of absence.  
   F. Failure to accept a reappointment within one (1) calendar month pursuant to retrenchment. Retrenchment shall be defined as a reduction in staff.

3. **Working Conditions.** All Professional Administrators covered by this agreement shall be hired for a twelve (12) month probationary period to be understood as part of the job description and clearly stated at the time of first hire. Nine (9) months from the time of first hire, an evaluation of the Professional Administrator’s job performance will be conducted. This evaluation will take no more than one (1) calendar month to complete. At that time, a decision will be made to:
   
   A. Recommend that a term appointment be offered at the conclusion of the evaluation process;  
   B. Recommend termination; or  
   C. Extend probationary period up to six (6) additional months at the conclusion of the evaluation process.

   Notification of the above noted action will be forwarded to the employee and the President and OCCFTA Vice President – Professional Administrators.
An extension of the probationary period may be recommended in situations where a complete, accurate appraisal of the new hire's job performance cannot be obtained. The justification and rationale for such an extension will be put into writing to the employee and the President and OCCFTA Vice President – Professional Administrators and will include:

A. The reason for the extension;
B. Areas to be focused upon during the extension;
C. Length of extension;
D. Date of supplemental evaluation;
E. Date of final decision regarding recommendation for offering term appointment or termination;
F. Date of notification to employee and President and OCCFTA Vice President – Professional Administrators of final decision.

Upon completion of satisfactory probationary service, a three (3) year term appointment shall be offered. During this term appointment, dismissal shall be for just cause and subject to the provisions of Article VIII of this agreement.

At the completion of the term appointment, a continuing appointment may be offered. In deciding whether to grant a continuing appointment, written evaluations shall be a factor considered. If an employee disagrees with a written evaluation, the employee can have his /her written comments placed in the file. In the event the College does not offer a continuing appointment at the conclusion of the term appointment, the College's letter denying continuing appointment will include a statement of reason(s) for the denial. However, should said employee be offered and accept a continuing appointment, dismissal thereafter shall be for just cause and subject to Article VIII of this Agreement.


A. (i) An acting appointment shall be defined as an appointment of a PA unit member to a vacant PA unit position as an intermediary or temporary measure. Employees so appointed shall serve at the pleasure of the President. Any PA unit employee accepting such appointment shall not lose any current rights or benefits by reason of accepting said appointment.

In the event that an employee serving in an acting appointment is granted a permanent appointment to that position, the employee shall serve a probationary period of not greater than eighteen (18) months provided that any period of time served in an Acting appointment shall reduce said probationary period on a month - for - month basis; that is, reduced by the number of months served in the acting capacity. Said probationary period shall be stipulated in writing by the President or his/her designee at the time of permanent appointment to the position.

ii) An interim appointment shall be defined as an appointment of an employee from outside the PA unit to a vacant PA unit position as an intermediary or temporary measure. Employees so appointed shall serve at the pleasure of the President.
(iii) Effective upon approval of this labor agreement by the College's Board of Trustees, acting or interim appointments will last no longer than eighteen (18) months, subject to the right of the college to extend up to an additional six (6) months upon written notice of the extension to the effected individual and the OCCFTA. Individuals appointed on either an acting or interim basis will serve a probationary period of twelve (12) months (which may be extended up to six (6) additional months).

If the appointment is continued beyond two (2) years, then the incumbent will be serving the second year of the Term Appointment, and he/she will no longer be considered an acting or interim appointee.

Individuals appointed on an acting or interim basis shall have the same probationary period and term appointment as all other PA unit members.

No interim appointee shall be terminated to thwart the maximum two (2) years stated above.

B. The President shall notify the OCCFTA in writing within thirty (30) days of the former’s decision to extend or terminate the probation period of an individual appointed on an acting or interim appointment.

5. Promotions or Transfers.

A. A promotion shall be defined as a currently employed bargaining unit member’s permanent appointment to another bargaining unit position that has a discernable and substantial change in job function and increased responsibilities and an increase in salary/compensation.

A transfer shall be defined as a currently employed bargaining unit member’s permanent appointment to another bargaining unit position that does not constitute a promotion.

B. (i) In the event that an employee other than those serving an acting or interim appointment is offered and accepts a promotion or transfer to a position within the PA unit, said employee shall serve a probationary period of one (1) year.

(ii) In the event that an employee serving an acting appointment is promoted or transferred to a position within the PA unit, the employee shall serve a probationary period of one (1) year provided that any period of time served in an acting appointment in excess of nine (9) months shall reduce said probationary period on a month-for-month basis; that is reduced by the number of months served in the acting capacity in excess of nine (9) months.

C. Upon successful completion of the probationary period as set forth above, an employee shall be required to continue in service for that time remaining unserved from their previous position.
D. The provisions of this Section 5 shall not be applicable to Professional Administrators serving in interim appointment.

E. A PA unit member on continuing appointment who accepts an acting appointment or promotion or transfer to a PA unit position or an appointment to a non-PA unit position shall have the right of reinstatement in the position from which he/she left for up to twelve (12) months from the date the Professional Administrator left his/her position, or until completion of probation, whichever is later.

6. **Secondary Employment.** Professional Administrators who engage in employment outside the College understand and agree that their employment with the College is of basic and primary importance, that secondary employment shall not interfere or conflict with their employment with the College and that secondary employment shall not inhibit or impede the efficient and effective performance of their job duties, responsibilities or attendance. Professional Administrators engaged in secondary employment shall provide prior written notice thereof to the President.

7. **Parking.** The College will make every reasonable effort to provide all campus based Professional Administrators covered by this agreement with a parking area for personal vehicles near to the building in which their office is located.
ARTICLE V - CONTINUATION/TERRMINATION OF CONTRACTS

1. Contracts for members of the Professional Administrators of the OCCFTA shall normally terminate at the end of the College's fiscal year, August 31st. Notice of termination or continuation shall be as follows:

   A. A probationary Professional Administrator shall be notified of termination or renewal, in writing, at least two (2) months prior to the expiration of his/her probation period.

   B. For Professional Administrators on a term appointment, written notice of termination or renewal shall be made in writing at least four (4) months prior to the expiration of the term appointment.

   C. Professional Administrators on a continuing appointment will be given at least twelve (12) months notice if they are to be retrenched for whatever reason. Before such notice is given, the appropriate Vice President will research all possible alternatives to such a retrenchment including appointment to another position at the College. The notice requirement for Professional Administrators on a continuing appointment to a grant-funded position, who are to be terminated due to the discontinuance of outside funding, shall be that specified by paragraph 4. of this Article.

   D. The parties further understand and agree that if a Professional Administrator's services are terminated for just cause, e.g. incompetence or misconduct, no time period is required.

   E. The provisions of A. and B. above are not applicable to retrenchment. In the event retrenchment affects a probationary employee or an employee on a term appointment prior to the end of their probationary period or term appointment, the College shall notify such employee in writing at least ninety (90) days prior to the retrenchment date.

2. Normalization of Term Appointments. In order to normalize term appointments commensurate with the College fiscal year, and subject to and upon completion of probationary period and an offer of renewal, the first year of term appointment will be considered to have commenced from the September 1st nearest to the termination of the probationary period (i.e., when a probationary period ends on or after September 1 and on or before February 29, the term appointment will be deemed to have begun on that earlier September 1; when a probationary period ends on or after March 1 and on or before August 31, the term appointment will be deemed to begin on the following September 1). All terms, conditions, and responsibilities attendant to a term appointment will take effect immediately upon the successful completion of a probationary appointment.
3. **Retrenchment.** If an appointment, other than a probationary appointment, is retrenched, except for reasons of incompetence or misconduct, the released Professional Administrator’s contract shall not be filled within a period of two (2) years, unless the released Professional Administrator has been offered reappointment to the position.

Professional Administrators on a continuing appointment who are notified of their retrenchment, except for reasons of incompetence or misconduct, may apply as an internal candidate to College-wide notices of vacant positions until their appointment terminates.

4. **Grant-Funded Appointments.** Persons employed by the College under the terms of a grant are considered grant-funded appointments.

The College shall inform the OCCFTA of any positions newly created under the terms of a grant within ten (10) business days after the grant has been fully approved by the granting agency and positions for hire have been approved by the President.

If the OCCFTA seeks the position(s) as a PA unit position, then the parties shall determine through negotiations or through PERB whether the position(s) is a PA unit position.

If the position(s) is determined to be a PA unit position, then the terms and conditions of employment stipulated by the current collective bargaining agreement between the College and the PA of OCCFTA shall apply except as provided in the paragraph following.

The College shall not be obligated to continue grant-funded appointees and their positions when outside funding is discontinued notwithstanding Article V of the current collective bargaining agreement between the College and the PA of OCCFTA. The College shall notify the OCCFTA and the grant-funded appointee of the discontinuance of outside funding as soon as possible after the funding source notifies the College that the funding source discontinued grant funding. A PA unit member who holds a term or continuing appointment to a grant-funded position terminated due to the discontinuance of grant funding shall be offered for a period of one (1) year from the date of termination reemployment to an unencumbered PA unit position, should an unencumbered position be available, equivalent in its content, duties, responsibilities, requirements, and obligations to that held by the PA unit member at the time of termination, provided that he/she is presently qualified to perform the work of the position without further training. If the terminated PA unit member accepts the offer, then reemployment shall be for a period not to exceed one (1) year. The terminated PA unit member may, during this one (1) year period, apply as an internal candidate to College-wide notices of vacant positions. In the event a discontinued grant is refunded, a PA unit member who accepts reemployment pursuant to the conditions enumerated in this paragraph shall maintain continuous service as defined by Article IV, 2., B. of this agreement.
In the event two (2) or more appointments to grant-funded positions with the same title are terminated, offers of reemployment, if any, shall be made in seniority order.

Offers of reemployment shall be in writing to the excised individual if he/she is still employed by the College. If the individual is not available for personal delivery or if the individual is not still employed by the college, then the offer of reemployment shall be sent to the PA unit member by mail. The PA unit member must notify the College President of his/her acceptance or rejection of the offer by mail within ten (10) days after receiving the offer. The College shall be deemed to have fulfilled its obligations by personal delivery or mailing of the offer of reemployment to the mailing address provided by the PA unit member. It shall be the obligation and responsibility of the PA unit member to provide the Office of Human Resources with his/her latest mailing address. All mail between the parties shall be by registered mail, return receipt requested.

Offers of reemployment shall extend to fill unencumbered positions in existence during the one (1) year period which commences after the termination of an appointment due to discontinuance of grant funding and not to new positions created during the aforementioned one (1) year period to staff new programs, services, or initiatives.

ARTICLE VI - PERSONNEL POLICIES

1. A. Health and Dental Benefits

The Professional Administrators and the College agreed to a new health benefit plan known as the OCC PPO Plan administered by MVP, herein after referred to as The Plan, which became effective January 1, 2008. The plan document has now been agreed upon by the parties and is incorporated by reference herein. The parties have agreed to the Benefit Plan Summary, Summary Plan Description, and all applicable riders for accuracy and completeness. If a conflict exists the Summary Plan Description will control.

a. The College agrees to provide both individual and family (inclusive of eligible spouse, domestic partner, and children) health benefit coverage under The Plan to all Professional Administrators who submit the requisite enrollment materials.

b. Professional Administrators enrolled in this program shall contribute 20% to the premium cost for individual or family coverage. Professional Administrators contributions shall increase as follows, effective:

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<td>January 1, 2017</td>
<td>21%</td>
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<tr>
<td>January 1, 2018</td>
<td>22%</td>
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<td>January 1, 2019</td>
<td>23%</td>
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c. Benefits as specified in The Plan shall not be diminished during the life of the contract.
d. The Plan will include the following language with respect to the coverage of anesthesiologist charges:

“Out of network: covered in full without regard to UCR except that when an individual makes a choice and elects an out of network provider, coverage is limited to UCR.”

e. The following deductibles shall apply: $100 per year for individual coverage and $300 per year for family coverage for out of network benefits only.

f. Information obtained by the administrators of The Plan shall be used as per the guidelines outlined within the Health Insurance Portability and Accountability Act (HIPAA) and cannot be used for any other purpose.

g. Employees, spouses, domestic partners, and children shall be eligible to enroll in The Plan within the first 31 days of 1) employment, 2) a change in family status, 3) termination of other outside coverage, 4) and all other circumstances specified in the Summary Plan Description. If an eligible employee fails to enroll (him/herself and/or eligible spouse, domestic partner, children) when he/she first becomes eligible, he/she may enroll during the next Open Enrollment period, or the first of the month following a 90-day waiting period, provided that all required enrollment materials are submitted.

h. The College reserves the right to self insure, alter benefits plans or change benefits carriers, provided that any changed plan shall be substantially the same or provide improved coverage and benefits.

i. For professional administrators retiring on or after September 1, 2017, the College agrees to continue health benefits coverage to a Professional Administrator who meets the requirements of 12 years of College service and at least age 58 and who qualifies for a retirement benefit through either the NYS Employee Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

For professional administrators retiring prior to September 1, 2017, the College agrees to continue health benefits coverage to Professional Administrators hired on or prior to May 3, 2011 who retire at or over age 55 by meeting the requirements of 5 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

For professional administrators retiring prior to September 1, 2017, the College agrees to continue health benefits coverage to Professional Administrators hired after May 3, 2011 who retire at or over age 55 by meeting the requirements of 10 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).
The retired Professional Administrator may be required to make contributions at no greater than the rate required of active bargaining unit members. Upon reaching the age of Medicare eligibility, Medicare will become the primary benefit; however, there shall be no diminution of benefit to the retiree.

j. The College shall provide the Summary Plan Description to Professional Administrators enrolled in The Plan and shall make the Summary Plan Description available to all other eligible Professional Administrators.

k. The College will provide dental benefits coverage under the Onondaga County Municipal Benefits Agreement, (Type M Basic plus 100% prosthetic) to Professional Administrators who submit the requisite enrollment materials. Professional Administrators enrolled in this program shall contribute 10% to the premium cost for individual or family coverage, including spouse, domestic partner and children. Professional Administrators contributions shall increase as follows, effective:

   January 1, 2017: 11%
   January 1, 2018: 12%
   January 1, 2019: 13%

l. To the extent, and so long as, permitted by the Onondaga County Employees Benefits Association, retirees (inclusive of spouses, domestic partners and children to the extent permitted by the terms of the Onondaga County Municipal Benefits Association) may participate at 100% cost in dental benefits (Type M Basic plus 100% prosthetic) under the Onondaga County Municipal Benefits Agreement.

m. The parties will convene a joint labor management committee to periodically review the college's health plans and benefits, usage and options for the purpose of considering and proposing to the College and the OCCFTA’s health insurance alternatives in an effort to optimize coverage and minimize cost.

n. The College will provide a Prescription Drug benefit to Professional Administrators who submit the requisite enrollment materials. Professional Administrators enrolled in this program shall contribute copayments as follows:

   Retail (30 Day Supply):
   Generic – $10 copay
   Brand Name (Formulary) – $30 copay
   Any Non-Formulary – $60 copay

   Mail Order Pharmacy (90 Day Supply):
   Generic – $15 copay
   Brand Name (Formulary) – $45 copay
   Any Non-Formulary – $90 copay
1) Co-payment modifications will be incorporated into appropriate plan documents such as benefit plan summary, summary plan description, and any other applicable riders or documents.

2) Employees shall pay the lesser of the retail price or the respective copay amount.

o. See also Appendix 3 for Side Letter of Agreement

B. **Life Insurance.** All Professional Administrators covered by this agreement shall be provided with life insurance benefits in accordance with SUNY approved plan through the Teacher's Insurance and Annuity Association (TIAA).

C. **Disability Benefits.** All Professional Administrators covered by this agreement shall be provided with disability benefits in accordance with SUNY approved plan through the Teacher's Insurance and Annuity Association (TIAA).
2. **Leaves with Pay.**

A. **Personal Leave.** Three (3) personal leave days per calendar/fiscal year shall be granted to all full-time Professional Administrators. Personal leave days are intended to be used for religious observances or for personal business which cannot be conducted during non-working hours. All requests for personal leave shall be made in advance of the date intended and shall be subject to advance approval by the responsible Vice President. However, advance request and approval shall not be required in instances of emergencies that are beyond the control of the Professional Administrator provided that adequate notice is given to the College.

Upon written request of the Professional Administrator, made one month prior to the commencement of the College's fiscal year, the President or his/her authorized designee may authorize a conversion of not more than three (3) unused personal leave days to sick leave. This conversion shall take effect with the commencement of the College's fiscal year, the first of September, provided that the converted amount of personal leave does not exceed the 180 days provided in Article VI, 2-B (i) of the agreement.

PA unit members hired on or after September 1, 2003 are allotted 3 personal leave days to use for the 12 month period following the date of their appointments. Personal leave days are intended to be used for religious observances or for personal business which cannot be conducted during non-working hours. All requests for personal leave shall be made in advance of the date intended and shall be subject to advance approval by the responsible Vice President. However, advance request and approval shall not be required in instances of emergencies that are beyond the control of the Professional Administrator provided that adequate notice is given to the College.

In the event a Professional Administrator hired on or after September 1, 2003 is unable to utilize his/her allotment of personal leave prior to the anniversary date of hire, the President or designee may authorize a conversion of not more than three (3) unused personal leave days to convert to sick leave. This conversion shall take effect with the commencement of the PA unit member’s anniversary date of hire, provided that the converted amount of personal leave does not exceed the 180 days provided in Article VI, 2-B (i) of the agreement.

B. **Sick Leave.**

(i) **General Sick Leave.** Sick leave credit is earned by full-time employees at the rate of one (1) day for each month of service. No credit for sick leave under this section shall have been deemed earned until the employee has completed one (1) month of consecutive service and unless he/she has been on full pay status for at least fifty percent (50%) of the working days in the calendar month. Fifty percent (50%) of the working days in the calendar month shall not include the days which accumulated sick leave is being used by the employee. Unused sick leave credit shall accumulate to, but not exceed, one hundred eighty (180) days.
(ii) **Extended Sick Leave With Pay.** Employees with five (5) or more years of satisfactory service may, in the case of verified serious and protracted illness, receive additional sick leave with full pay provided that all other leave credits have been exhausted. Such additional sick leave may be granted at the discretion of the President and shall be based on the following:

<table>
<thead>
<tr>
<th>Time Completed, Active Service</th>
<th>Additional Sick Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5) to Ten (10) Years</td>
<td>One (1) Month</td>
</tr>
<tr>
<td>Ten (10) to Fifteen (15) Years</td>
<td>Two (2) Months</td>
</tr>
<tr>
<td>Fifteen (15) or More Years</td>
<td>Three (3) Months</td>
</tr>
</tbody>
</table>

**C. Vacation.**

Vacation must be approved in advance by the responsible Vice President or his/her authorized designee. In the event the Professional Administrator is unable to utilize his/her allotment of vacation time, the President or his/her authorized designee may authorize a carryover of not more than ten (10) unused vacation days up to a maximum of thirty-two (32) days to be utilized during the following fiscal year. A maximum of seven (7) days of unused vacation time in excess of ten (10) unused vacation days may be converted to sick leave. The carryover provision, as noted above, shall take effect with the commencement of the College's fiscal year, the 1st. of September.

For Professional Administrators the rate of accumulation shall be as follows:

1st Year: 11 Days  
2nd-4th Years: 16 Days  
5th Year and Following: 22 Days

Those hired on or before September 1, 2003 shall accrue vacation time at the beginning of a fiscal year (September 1st). Those hired after September 1, 2003 shall accrue vacation time on their anniversary date of hire.

Upon the observance of one (1) year of service, PA unit members are allotted sixteen (16) days per year. Upon the observance of the 5th year of service and each year of service thereafter, PA unit members are allotted twenty-two (22) vacation leave days per year.

In the event a Professional Administrator hired on or after September 1, 2003 is unable to utilize his/her allotment of vacation time prior to the anniversary date of hire, the President or designee may authorize a carryover of not more than ten (10) unused vacation days up to a maximum thirty-two (32) days to be utilized during the following anniversary year of service. A maximum of seven (7) days of unused vacation time in excess of ten (10) unused vacation days may be converted to sick leave.
D. **Jury Duty.** Upon showing proof of a call to jury duty to the Onondaga Community College Office of Human Resources, a Professional Administrator covered by this agreement shall be granted leave with pay for such purpose. Professional Administrators shall not be compensated additionally for such jury duty while using such leave with pay.

E. **Bereavement Leave.** Professional Administrators covered by this agreement may be granted leave of absence with pay because of death in the administrator's immediate family for up to four (4) working days per such death. Immediate family includes spouse, parent, child, brother, sister, a person occupying the position of a parent or child, mother-in-law, father-in-law, daughter-in-law, son-in-law, or a close relative who is an actual member of the Professional Administrator's household.

Leave with pay of one (1) working day may be granted to employees in the event of death of other near relatives such as the administrator's aunts, uncles, first cousins, grandparents, brother-in-law and sister-in-law.

F. **Sabbatical Leave.**

a. A Professional Administrator may be eligible for sabbatical leave after completion of six (6) consecutive years of Professional Administrator service from date of original appointment or from date of return from previous sabbatical leave. Consecutive years of service shall include sick leaves. Leaves without pay shall not be included, but shall not be considered an interruption of otherwise consecutive service.

b. Sabbatical leaves may be granted for study, formal education, research, writing, travel, and/or other experience of professional value, in each instance relating to the applicant's position or for the purpose of increasing the recipient's value to the College.

c. Sabbatical leaves may be granted for one (1) year at one-half salary or one-half year at full salary.

d. Applications for sabbatical leave must be made in writing (using the application form set forth in Appendix 7) and delivered to the Office of the President of the College with a copy to the Chairperson of the Sabbatical Leave Committee by October 15th of the sixth or subsequent year for leaves intended to commence the following academic year. The application shall clearly indicate the purpose of the leave and, if for study, the name of the institution at which the study is intended, the identity of the study, the courses to be pursued, their relationship to the applicant's position and its immediate or ultimate value to the College. Applications for other of the purposes outlined above shall state in detail their specific educational objective in direct relationship to the applicant's position of and shall demonstrate the benefit which such leave will bring to the individual and College.
1. If while on sabbatical leave, a Professional Administrator wishes to undertake new outside employment which was not indicated in the sabbatical application he/she must submit an amended application to the Sabbatical Leave Committee which shall make a recommendation to the President.

Failure to comply with this provision will constitute a violation of the conditions under which leave was granted and may result in the rescission of such leave.

Professional Administrators who have notified the College of outside employment pursuant to Article IV.6 of the collective bargaining agreement may continue with such employment during a sabbatical as long as such notice remains on file and in effect.

e. A Sabbatical Leave Committee composed of eight (8) Professional Administrators elected by the Professional Administrators bargaining unit shall review all applications, evaluate and place in priority order those that it determines most meritorious and which will most benefit the applicant and College and shall submit its recommendations to the President of the College by February 1st. Committee recommendations shall be subject to the approval of the President who may select there from such recipient(s) as in the President's judgment are consistent with the purposes of this Article and are economically justified; such number, however, shall not exceed 2% of the full-time Professional Administrators. The selection of the President shall be announced on or prior to March 15th.

f. If due to unforeseen circumstances a sabbatical leave proposal changes significantly, it is expected that the Professional Administrator will simultaneously notify the President of the College and the President of the Federation or their designees to work out an alternative strategy.

g. The period of sabbatical leave shall be credited as continuous service for all purposes. Sabbatical leave recipients remain employees of the College and salary shall be subject to normal deductions for social security, income taxes, etc. All fringe benefits such as retirement and health insurance shall continue during the term of such leave.

h. A Professional Administrator returning from sabbatical leave shall have maintained his/her seniority in the department from which he/she left to go on leave.

i. Upon return from sabbatical leave, the recipient will submit to the President, within six (6) months, with copy to the Sabbatical Leave Committee and copy to the individual's personnel file, a report inclusive of appropriate descriptive and supporting data relative to such leave. The application form (see Appendix 7) should form the basis of, but does not supplant, the requirement for a final report.
j. If a sabbatical leave recipient fails to return and complete one (1) full year of service at the College following such leave, or fails to timely submit the sabbatical leave report provided for in subparagraph (i) herein, he/she must repay to the College the full amount received or credited to his/her benefit while on sabbatical leave.

G. Severance Leave. Upon resignation, retirement, or layoff, a PA unit member will receive a lump sum cash payment up to thirty-nine (39) days of earned and unused vacation, eligible floating holidays, and personal leave, provided that notice of resignation or retirement is on file in the Office of Human Resources at least two (2) weeks prior to the PA unit member’s last day of work.

Entitlement for a lump sum payment is figured from the commencement of the fiscal year in which the resignation, retirement, or layoff occurs and must be certified by the Office of Human Resources.

The severance leave entitlement for vacation is based on the Professional Administrator’s current rate of accumulation per month (e.g., an employee in the 2nd – 4th year would be compensated at 16 days divided by 12 months or 1.33 days per month) in addition to vacation carried over from the previous fiscal year. Vacation leave credits will not be earned or accumulated during any month where a PA unit member is absent without pay more than fifty (50%) percent of the working days.

The severance leave entitlement for personal leave is credited at the rate of one (1) day for each four (4) months of service since the commencement of the fiscal year in which the resignation, retirement, or layoff occurs.

The total lump sum payment may not exceed thirty-nine (39) days. Employees may not be retained on the payroll in budgeted items following the last day of work in order to use any uncompensated leave benefits.

When a PA unit member is reinstated within one (1) year of resignation or layoff, any unused sick leave credits, which remained at the time of resignation or layoff, shall be restored to the PA unit member upon reinstatement.

In the event of the death of a PA unit member while on active pay status, the College shall pay in a lump sum cash payment all earned and unused vacation, eligible floating holidays, and personal leave to the estate of the PA unit member.

H. Reporting. Each member of the PA of the OCCFTA, or his/her immediate supervisor, shall be responsible for forwarding to the Office of Human Resources a written monthly report regarding said employee’s attendance, the use of any and all leaves, and the accumulation thereof where appropriate.
3. **Leaves Without Pay.**

   A. **Continuing Education.** Leaves up to one (1) academic year without pay shall be granted upon request to those Professional Administrators who wish to continue their education, after approval by the President.

   B. **Professional.** Leaves up to one (1) academic year without pay shall be granted upon request to those Professional Administrators who wish to advance their professional growth through industrial experience or research, after approval by the President.

   C. **Special and Extensions of Leave.** The President, at the request of the Professional Administrator, may grant an extension of leave.

   D. **Parental Leave.** Leave may be granted to any member of the PA of OCCFTA for up to twelve (12) months for the purpose of childbirth and childcare, provided the employee has completed at least one year of service to the College. Such leave shall not be limited so as to exclude paternal childcare, nor shall it exclude care of a child obtained through adoption at the age of five (5) or younger.

      All or any portion of leave taken for childcare may be charged to available vacation, holiday, and personal leave. A maximum of ten (10) accrued sick days may also be used. Application for any leave without pay for childcare shall be made to the President or his/her designee and shall not exceed twelve (12) months when combined with a paid portion of such leave. Leave requests are subject to the approval of the President or his/her designee.

      Employees on childcare leave shall be reinstated at their rank and seniority held at the time of their departure.

      Any employee covered by this contract may be asked to provide services on a consultation basis with the College during his/her child care leave, should this prove necessary and/or beneficial to the College and to the employee. The employee’s accumulated vacation time would be increased one (1) day for every day worked as a consultant. Should the employee be called in during any unpaid portion of his/her leave, the employee will receive compensation commensurate with the prorated daily rate of his/her annual salary.

4. **Retirement.** Members of the PA unit shall be covered under the New York State Teachers’ Retirement System, by the New York State Employees’ Retirement System, or by the Teachers’ Insurance and Annuity Association of America (TIAA) and its affiliate, the College Retirement Equity Fund (CREF).

5. **Educational Benefits.**

   A. Tuition waivers may be requested for any employee with at least one year of service at Onondaga Community College taking any courses at State University of New York member colleges.
B. Professional Administrators, their spouses, and children shall be allowed to take courses at the College for credit or audit, without tuition cost, on a space available basis.

C. The benefits under this section shall be subject to College policy and all limitations set forth therein.

6. **Legal Holidays.** The following legal holidays will be observed by the College:

- New Year’s Day
- Martin Luther King, Jr. Day
- Lincoln’s Birthday
- Washington’s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

The above holidays are included among the fringe benefits offered to Professional Administrators of the College. However, it is agreed that the College shall determine the calendar date on which the holidays shall be celebrated in accordance with the academic calendar.

7. **Leave Transfer Bank.**

The College and the PA of the OCCFTA agree to a Leave Transfer Bank whereby Professional Administrators may voluntarily donate credited, unused vacation leave to the vacation leave account of another PA unit member who is faced with a personal emergency and has exhausted all appropriate leave credits.

A personal emergency is a medical or family emergency which requires the PA unit member’s absence from duty for at least ten (10) consecutive work days for either of the following reasons: care of the PA unit member’s spouse, son, daughter, or parent who has a serious health condition or a serious health condition that makes the PA unit member unable to perform his/her job responsibilities.

The PA unit member must provide thirty (30) days advance notice where the leave is foreseeable. The PA unit member must provide medical verification to support a request for leave transfer because of a serious health condition. Approval of a request for leave transfer is at the discretion of the College President or designee.

The maximum amount of time that can be transferred to the receiving PA unit member from other donating PA unit members will not exceed the number of working days in three (3) calendar months. Unused time will remain in the bank, which shall contain no more than one hundred (100) days or its equivalent in hours, seven hundred (700). PA unit members wishing to donate voluntarily accrued, but unused vacation time may donate up to eleven (11) days or the equivalent in hours, which is seventy-seven (77). Donations will be made during the months of August and September or at other times when the need arises. The medical verification form and the forms to request and
donate leave shall be those annexed herein. The OCCFTA Vice President – Professional Administrators or designee shall, without additional compensation, serve as the person responsible for making the bargaining unit aware of the need for donations and reporting to the College Office of Human Resources which bargaining unit members voluntarily donate what amount of accrued, but unused vacation time.

8. **Benefit Trust Deduction.**

The College shall check-off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the Office of Human Resources for anyone within the PA of OCCFTA. Such signed authorization may be discontinued upon written notice by the employee to the College. The PA of OCCFTA shall provide to the College a list of all participants in this benefit along with a billing for the individual deductions. The College shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Trust and the PA of OCCFTA with a list of all employees from whose salaries such deductions have been made.

The PA of OCCFTA shall indemnify, defend and save the College against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the College for the purpose of complying with this section. The PA of OCCFTA shall promptly refund to the employer any funds received in accordance with this agreement which are in excess of the amount the College has agreed to deduct.

9. **Workers’ Compensation.** The College will provide New York State Worker’s Compensation, in accordance with statutory requirements.

**ARTICLE VII - SALARIES**

A.1 In 2014-15: Salary rates will be increased by 2.0% over the 2013-14 rates.

In 2015-16: Salary rates will be increased by 2.0% over the 2014-15 rates.

In 2016-17: Effective September 1, 2016, salary rates will be increased by 2.0% over the 2015-16 rates. Effective with first payroll date in March 2017, salary rates will be increased by an additional 0.25% over the current base rate.

In 2017-18: Effective September 1, 2017, salary rates will be increased by 2.0% over the 2016-17 rates. Effective with first payroll date in March 2018, salary rates will be increased by an additional 0.25% over the current base rate.

In 2018-19: Effective September 1, 2018, salary rates will be increased by 2.0% over the 2017-18 rates. Effective with first payroll date in March 2019, salary rates will be increased by an additional 0.25% over the current base rate.
A.2. The following constitutes salary minimums for grades for PA unit members for the academic years covered by this agreement.

**Minimum Salary Rates for Each Grade**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$36,169</td>
</tr>
<tr>
<td>2</td>
<td>$40,924</td>
</tr>
<tr>
<td>3</td>
<td>$48,056</td>
</tr>
<tr>
<td>4</td>
<td>$57,567</td>
</tr>
<tr>
<td>5</td>
<td>$67,075</td>
</tr>
</tbody>
</table>

In addition, only during the 3rd year of the contract, any administrator whose base 2001-2002 salary is less than 105% of the minimum level in their respective grade shall receive a base salary adjustment equal to $50 multiplied by the number of years in their respective grade. This adjustment shall be made prior to the general percentage adjustment.

B. Employees, presently and/or hereafter employed, shall be compensated at salary levels not less than the minimum applicable to their respective grade.

C. In the event that the application of the salary adjustments set forth in this Article result in salary determinations which are below the minimum of the stated range for the grade of the position occupied by a PA unit member, the member nevertheless shall receive the minimum salary for the grade of the position occupied by the Professional Administrator member.

D. **Promotions.** A Professional Administrator who is promoted to a position at any higher grade shall be placed at no less than the minimum of the higher grade for that position as specified in the Minimum Salary Rate for Promotion Schedule (below), which shall be the salaries listed for 07-08 under the current schedule with appropriate percentage increases (2.0% each year for the duration of the contract).

**Minimum Salary Rate For Promotion**

<table>
<thead>
<tr>
<th>Grade</th>
<th>2007/08</th>
<th>2008-09 2%</th>
<th>2009-10 2%</th>
<th>2010-11 2%</th>
<th>2011-12 2%</th>
<th>2012-13 2%</th>
<th>2013-14 2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$39,327</td>
<td>$40,114</td>
<td>$40,916</td>
<td>$41,734</td>
<td>$42,569</td>
<td>$43,420</td>
<td>$44,289</td>
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<tr>
<td>2</td>
<td>$44,497</td>
<td>$45,387</td>
<td>$46,295</td>
<td>$47,221</td>
<td>$48,165</td>
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<td>3</td>
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<td>$63,845</td>
<td>$65,122</td>
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<tr>
<td>5</td>
<td>$72,930</td>
<td>$74,389</td>
<td>$75,876</td>
<td>$77,394</td>
<td>$78,942</td>
<td>$80,521</td>
<td>$82,131</td>
</tr>
</tbody>
</table>
E. **New Hires.** Any Professional Administrator hired on or after the date of ratification of this agreement shall be slotted in the appropriate grade for the position he/she is to fill.

F. **Adjunct Compensation.** Subject to the prior approval of the College President or his/her designee, Professional Administrators may teach between 8:30 a.m. and 4:30 p.m.

G. A Professional Administrator who performs duties as an adjunct faculty member at the College, subject to the approval of the College President, shall be compensated at the set rate effective for regular adjunct faculty members by the College.

**ARTICLE VIII - GRIEVANCE PROCEDURE**

1. Every employee shall have the right to present his/her grievance through the PA of OCCFTA free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented at all stages.

   It is the mutual policy of the College and the PA of OCCFTA that all grievances be resolved informally or at the earliest possible stage of the grievance procedure.

2. A grievance shall be defined as a claimed violation, misinterpretation or inequitable application of this agreement, except as excluded herein, by a PA unit member, the PA of OCCFTA itself, or the OCCFTA on behalf of more than one (1) PA unit member similarly situated. The OCCFTA may file at Step 2. of the grievance procedure a grievance filed by the OCCFTA on behalf of more than one (1) PA unit member similarly situated.

   All Professional Administrators shall be subject to disciplinary action up to and including dismissal from employment for just cause only. All Professional Administrators shall have the right to contest disciplinary action through the grievance procedure contained herein except as provided below.

   All Professional Administrators serving in a probationary period other than a probationary period attendant to and resulting from promotions or transfers shall not have right, relief, or access to contest disciplinary action, including dismissal from employment, under the grievance procedure contained herein.

   All Professional Administrators serving in the final year of a term appointment who receive written notice of termination or non-renewal of a term appointment shall not have right, relief, or access to contest the action under the grievance procedure contained herein.

3. A. A grievance must be submitted in writing within fifteen (15) working days after the aggrieved becomes aware of the events constituting the alleged grievance.
The grievance must specifically identify which section(s) of the contract have allegedly been violated, misinterpreted or inequitably applied.

B. The failure of the College to communicate a decision to the grievant and the OCCFTA within the proper time limits shall permit the grievance to proceed to the next step.

C. Failure of a grievant to appeal a grievance to the next higher step within the proper time limit shall constitute a withdrawal and shall bar further action on the grievance.

4. Each grievance shall be submitted in writing and shall be signed by the grievances and/or an OCCFTA officer and identify the provision(s) of the agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, a general statement of the grievance and redress sought by the aggrieved, and, if known, the person responsible for causing such events or conditions.

5. Procedure:

Step 1. A grievance arising under this agreement shall be initiated by the grievant in writing at the first step with his/her immediate supervisor outside the bargaining unit. The supervisor may schedule a meeting with the grievant within five (5) working days from receipt of the grievance. The supervisor shall set forth a written response to the grievance within five (5) working days from the date of the meeting. If a meeting is not scheduled at this level, the grievance shall be answered in writing by the supervisor within ten (10) working days from the date the grievance was received.

Step 2. A grievance not resolved under Step 1 may be continued by the grievant by requesting, within five (5) working days from the date of receipt of the answer in Step 1, a review of the grievance with the College President or his/her designee. The College President or his/her designee shall, within five (5) working days, set a date no more than ten (10) working days from receipt of a Step 2 grievance, for an informal hearing and review of the grievance where the aggrieved may appear and present oral and/or written statements. The College President or his/her designee shall, within ten (10) working days from the conclusion of such hearing, answer and render a decision, in writing to the grievant.

Step 3. If a grievance has not been resolved at the conclusion of Step 2, it may be appealed to arbitration pursuant to a written notice filed with the Public Employment Relations Board (PERB) or the American Arbitration Association within ten (10) working days after receipt by the grievant and representative of the decision rendered by the President. The arbitrator shall be selected by the parties pursuant to the procedures of PERB or the
American Arbitration Association. The parties will thereupon be bound by the Voluntary Labor Arbitration Rules and Procedures. The arbitrator's decision shall be in writing and shall set forth his/her Findings of Fact, his/her Conclusions, and Order, which shall be binding on all parties. The arbitrator shall not have authority to add to, subtract from, or to modify the expressed provisions of this agreement or any provisions incorporated by reference herein. The cost of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by all of the parties.

The College and the Professional Administrators of OCCFTA agree that claimed violations, misinterpretations or inequitable violations of the following provisions shall not be considered grievances pursuant to this agreement and shall not be subject to the grievance procedure specified by Article VIII, 5 herein:

Article II    Management Rights unless in the exercise of said rights, the Board of Trustees, or the College President has violated a specific term or regulation of this provision.

Article IV    Working Conditions, section 3, The termination of a Professional Administrator during the probationary period or the denial of a term appointment.

Article IV    Working Conditions section 3, If a continuing appointment is not offered at the conclusion of the term appointment.

Article IV    Working Conditions, section 4, "Acting/Interim Appointments", The decision of the President to grant, terminate, or otherwise act on probationary periods attendant to acting/interim appointments.

Article IV    Working Conditions, section 5, "Promotions or Transfers", The decision of the President to grant, terminate, or otherwise act on promotions or transfers or to evaluate, terminate, or otherwise act on probationary periods attendant to promotions or transfers.

Article V    Continuation/Termination of Contracts, section 1, All provisions except as to timely notice as herein provided (paragraphs A through E).

Article V    Continuation/Termination of Contracts, section 3, "Retrenchment", The decision of the College to retrench.

Article VI    Personnel Policies, section 2, F - "Sabbatical Leave".

Article VI    Personnel Policies, section 3, "Continuing Education" (paragraph A).
ARTICLE VI

Personnel Policies, section 3, "Professional", (paragraph B).

Personnel Policies, section 3, "Special and Extensions of Leave", (paragraph C).

Evaluation Procedure, section 3, "Procedure", The content of the evaluation material and the recommendations forwarded to the President (paragraph B, subparagraph iii).

ARTICLE IX - EVALUATION PROCEDURE

1. The parties agree to initiate and maintain an annual performance evaluation system to foster the professional development of each Professional Administrator and to aid both the Professional Administrator and the College to achieve these mutual objectives:

A. Assist the administrator, his/her supervisor and the area Vice President in assessing and evaluating the individual’s effectiveness, initiative, and responsibility in meeting the administrator’s departmental and College duties;

B. Assist the administrator in developing and refining his/her skills and his/her service to the College as an administrator;

C. Assist the President of the College in determining whether probationary and term appointments have been successfully completed and to afford him/her information so subsequent appointments may be granted.

2. Components: The evaluation system shall be composed of A, B, C, and D below.

A. Annual Plan of Achievement. The development of an annual plan of achievement to be submitted by the Professional Administrator to his/her immediate supervisor for review and comment, forwarding to any intermediate supervisor for additional review and comment and approval by the appropriate Vice President*. Additions, if any, to the plan of achievement will be copied to the Professional Administrator prior to approval by the Vice President*. The Annual Plan of Achievement Form approved for use in the evaluation system is annexed herein as Appendix 8.

B. Self Evaluation. A self-evaluation by the Professional Administrator as to his/her performance, development, and refinement of skills pursuant to the job description and annual plan of achievement.

C. Immediate Supervisor's Recommendations. After reviewing and discussing with a Professional Administrator his/her self-evaluation, the immediate supervisor will forward the same along with recommendation to any intermediate supervisor, the Professional Administrator, and his/her appropriate Vice President*.
D. **Vice President* Evaluation.** An evaluation of the Professional Administrator by the appropriate Vice President* with copies of same going to the Professional Administrator, the immediate Supervisor, and College President. The Evaluation Form approved for use in the evaluation system is annexed herein as Appendix 9.

3. **Procedure:**

A. (i) A job description of each classification within this contract shall be maintained and updated copies shall be provided for incumbents within each position.

(ii) Prior to the commencement of each contract year, but not later than August 31, each Professional Administrator shall submit an annual plan of achievement to his/her immediate supervisor, consistent with his/her job description and the overall goals of the College.

(iii) The immediate supervisor of each Professional Administrator shall meet with the Professional Administrator to review the proposed annual plan of achievement. Upon review, the immediate supervisor shall forward the reviewed plan and his/her recommendations and comments to any intermediate supervisors, the Professional Administrator, and appropriate Vice President* by September 15.

(iv) The appropriate Vice President* shall approve the annual plan of achievement and return it to the Professional Administrator and the immediate supervisor no later than October 1, subject to and upon his/her review, modification, alteration, input, and comments.

B. (i) Each Professional Administrator (biannually for those on continuing appointment) shall submit a self-evaluation based upon and pursuant to the job description and annual plan of achievement in effect to his/her immediate supervisor with a copy to the appropriate Vice President* no later than July 1.

(ii) The immediate supervisor of each Professional Administrator, based upon and pursuant to the job description and the annual plan of achievement in effect, shall review with the Professional Administrator the self-evaluation submitted by the Professional Administrator and forward his/her recommendations to any intermediate supervisor, the appropriate Vice President*, and Professional Administrator by July 30.

(iii) The appropriate Vice President* shall evaluate each Professional Administrator based upon and pursuant to the job description and annual plan of achievement in effect, review the self-evaluation submitted by the Professional Administrator and review the recommendations of the immediate supervisor. The Vice President* shall forward the completed evaluations and his/her recommendations to the President on or before August 15 for further action and determination with copies to the Professional Administrator and immediate supervisor. In no event shall
Article IX be subject to Article VIII hereof except where Professional Administrator members allege the procedures specified by 3.,B. have been deficient or the deadline specified by 4. has not been met.

(iv) In those years when a Professional Administrator on continuing appointment is not evaluated, the administrator shall, prior to June 30, meet with his/her immediate supervisor and appropriate Vice President* to discuss(review the Professional Administrator’s performance in relation to the Professional Administrator’s current annual plan of achievement.

* In the Division of Educational Services, except for PA unit members reporting directly to the Provost and Senior Vice President, Vice Presidents shall conduct the plan of achievement and evaluation components of this evaluation procedure, subject to the final approval of the Provost and Senior Vice President.

4. Applicability:

A. The evaluation system set forth in this Article shall be mandatory for all Professional Administrators covered by this agreement.

B. Probationary Professional Administrators: The evaluation components set forth in 3-B of this Article shall be completed no later than ninety (90) days prior to the expiration of the Professional Administrator’s probationary appointment.

C. Term Professional Administrators: The evaluation components set forth in 3-B of this Article shall be completed no later than one hundred eighty (180) days prior to the expiration of the final year of the Professional Administrator’s term appointment.

D. Continuing Appointment: Professional Administrators serving on continuing appointments will submit self-evaluations every other year.
ARTICLE X - JOB PAY CLASSIFICATION

1. Pay rates are based on a job's pay classification.

2. Any PA unit member who has a discernable and substantial change in job function or responsibilities and who requests a job reevaluation not more than once a year will have his/her job reevaluated to determine its proper pay classification.

3. The job reevaluation will begin with the job analysis questionnaire, which will be completed (a) by the incumbent where he/she has been in the job six (6) months or more, or (b) by the immediate supervisor where an incumbent has been in the job for less than six (6) months or where a vacant position exists.

4. The administration will evaluate the job using the point factors found in the 1988 Price-Waterhouse salary survey, as amended. The reevaluation may include an upward change in salary by change of grade, a change within grade, or no change, whichever is deemed appropriate by the Administration. A change of grade requires a salary no less than the minimum of the new grade as specified in the Minimum Salary Rate for Promotions Schedule. Steps 3 and 4 will be completed within two (2) months from the date the College received the completed job analysis questionnaire.

5. The Professional Administrators of OCCFTA will be copied on all requests for reevaluation of Pay Classification and copied on all reevaluations.

6. Upon request, the Director of Human Resources shall meet with the OCCFTA Vice President – Professional Administrators or his/her designee relative to the reevaluation.

7. If the Professional Administrators of OCCFTA is not satisfied with the salary designated by the administration, then the Professional Administrators of OCCFTA may submit the matter to PERB for mediation/fact-finding.

8. The '88 Price-Waterhouse survey shall be amended only by mutual agreement.

ARTICLE XI - CONTRACT DISTRIBUTION

The College and the Professional Administrators of OCCFTA shall share the cost of the production and distribution of copies of this agreement requested by the Professional Administrators of OCCFTA.
ARTICLE XII - CONFORMITY TO LAW

This agreement and its component provisions are subordinate to any present or future Federal or New York State Laws and Regulations. If any Federal, New York law or regulation, or the final decisions of any Federal or New York State Court or administrative agency affects any provision of this agreement, each such provision will be deemed amended to the extent necessary to comply with such law, regulation or decision, but otherwise this agreement shall not be altered.

ARTICLE XIII - DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2014 and remain in effect until August 31, 2019. Retroactivity shall be applicable only as specified within this agreement.

For the Professional Administrators of Onondaga Community College Federation of Teachers and Administrators

[Signature]

Michael T. Keen

For Onondaga Community College

[Signature]

15 May 2015

Approved as to Form:

[Signature]

County Attorney
APPENDIX 1 - LEAVE TRANSFER FORMS
REQUEST FOR LEAVE

TO: President
    Onondaga Community College

FROM: ______________________________
      Requesting Employee

_____________________________
      Department Name

DATE: ______________________________

Please approve this request for the Leave Transfer Program for the above named employee.

All appropriate accumulated leave time will be depleted on ________________.

____ Attached is a physician’s statement which verifies the employee’s inability to
    perform normal work activities.

____ Attached is a physician’s statement which verifies the employee’s family member’s
    serious protracted illness.

____ Attached is verification of necessity to be absent from work due to non-medical
    emergency.

Leave Request: Approved

     Denied

_____________________________
      Signature of College President

cc: President, Professional Administrators of Onondaga Community College,
    Federation of Teachers and Administrators
LEAVE TRANSFER AUTHORIZATION DOCUMENT

TO: President
Professional Administrators of Onondaga Community College, Federation of Teachers and Administrators

FROM: ____________________________  ____________________________
Employee’s Name & Department  Social Security No.

I would like to donate _________ hours of my accrued annual leave.

My signature below indicates that I understand and agree that:

1. I have a vacation leave balance which is equal to or greater than the amount of leave that I am requesting to donate.

2. The maximum that I can donate is eleven (11) vacation days or equivalent in hours (77) that I will earn in the leave year and I must have accumulated the hours to be donated when the donation occurs.

3. The minimum amount of leave that I can donate is one (1) hour.

4. After my leave donation has been charged against my account, it is irrevocable and cannot be withdrawn.

5. I am receiving no financial or other benefit from this transfer.

6. This Leave Transfer Authorization is voluntary.

______________________________  ____________________________
Employee’s Name (PLEASE PRINT)  Employee’s Signature

______________________________  ____________________________
Witness  Date

I, ____________________________, certify that the above employee has the
Human Resources Time/Attendance Person

_______ hours of accrued annual leave available to donate and that this amount is no more than 77 hours of his/her leave earnings for this leave year. I have deducted the amount from the donor’s leave record.

______________________________  ____________________________
Human Resources Time and Attendance Person  Date

______________________________  ____________________________
Human Resources Authorization  Date
LEAVE TRANSFER RETURN TO WORK DOCUMENT

TO: Office of Human Resources

FROM: __________________________
       Administrative Department Head

______________________________
       Department Head

DATE: __________________________

RE: Employee Name________________________

The above named employee will return to work effective ________________.
On that date, ____________hours of unused donated leave time will remain. The
employee understands that any donated annual leave remaining at the time of his/
her return will be restored via transfer to the accounts of leave donors on a pro-
rated basis.

__________________________  __________________________
Signature of Administrative Department Head  Date
APPENDIX 2

Onondaga Community College Professional Administrator Unit Positions (Alpha Sort)
As of September 1, 2014

Academic Services Associate
Academic Technology Specialist
Adaptive Technology Specialist
Admission Counselor
Alumni Coordinator
Assistant Bursar
Assistant Director
Assistant Director of Admissions
Assistant Director of Campus Facilities
Assistant Director of Campus Facilities/Operations
Assistant Director of Campus Safety and Security
Assistant Director of Center for Educational Opportunity
Assistant Director of Conferences, Seminars and Co-Sponsored Programs **
Assistant Director of Distance Learning
Assistant Director of Events
Assistant Director of Extended Learning
Assistant Director of Financial Aid
Assistant Director of Financial Services
Assistant Director of Management Services
Assistant Director of Student Certification & Records
Assistant Director of Student Finance
Assistant Director of the One Stop Center
Assistant Director of Workforce Development
Assistant to Coordinator Health Services
Assistant to the Associate Vice President
Assistant to the Associate Vice President of Academic Services
Assistant to the Associate Vice President of Continuing & Extended Learning
Assistant to the Associate Vice President of Corporate & Extended Learning
Assistant to the Associate Vice President of Instructional Services
Assistant to the Associate Vice President of Student Support Services
Assistant to the Associate Vice President Student Services
Assistant to the Director of Public Safety
Assistant to the Vice President of Student & Academic Services
Associate Director of Admissions
Associate Registrar**
Bursar
Campus Fire and Safety Coordinator
Communication Systems Administrator
Coordinator
Coordinator of Computing Support
Coordinator of Desktop Tech/Network
Coordinator of Health Services
Coordinator of International Student Services
Coordinator of Office of Support for Students with Special Needs (OSSS) **
Coordinator of Services for Students with Special Needs
Coordinator of Student Activities
Coordinator of Tech Prep Program
Coordinator/Advocate
CSTEP Coordinator
Data Analyst
Director
Director of Academic Initiatives
Director of Admissions **
Director of Advisement and Counseling
Director of Athletics, Intramurals and Fitness
Director of Business, Industry and Economic Development Services **
Director of Center for Educational Opportunity
Director of Certification and Records
Director of College for Living
Director of Community Education and Outreach Services
Director of Cooperative Education and Placement Services
Director of Corporate & Public Partnerships
Director of CSTEP
Director of Distance Learning
Director of EOP
Director of Extended Learning
Director of Facilities, Safety & Support Services
Director of Financial Aid
Director of Information Systems
Director of Information Technology Initiatives
Director of Learning Support and Veterans Services
Director of Lifelong Learning
Director of Management Services
Director of Network Computing and Technology Support
Director of Professional/Personal Development and Special Programs
Director of Public Information **
Director of Public Safety Institute
Director of Public Safety Training Center
Director of Recruitment and Admissions
Director of Residence Life
Director of Small Business Development Center
Director of Special Projects
Director of Student Activities and Leadership
Director of Student Certification & Records
Director of Student Enrollment Services
Director of Student Finance
Director of Student Life
Director of Student Support Programs
Director of Tech Prep Program
Director of the One Stop Center
Director of Workforce Development and Lean Manufacturing Institute
Disability Services Specialist
Enterprise Systems Administrator
Facilities Project Manager
Grants Officer
Graphics Coordinator
Grounds Maintenance & Automotive /Fleet Services Coordinator
HVAC System Coordinator
Internet Systems Specialist
IT Systems Analyst
Learning Disabilities Assistance Program Assistant Coordinator**
Learning Disabilities Assistance Program Coordinator**
Lifelong Learning Coordinator
Manager of Network Computing
Marketing Communications Coordinator
Marketing Coordinator
Network Systems Administrator
Physical Plant Coordinator
Program Assistant/Job Developer
Program Coordinator
Program Coordinator/Job Developer Program
Public Relations Coordinator
Recruiting Specialist
Recruiting Supervisor
Registrar
Server Systems Administrator
Small Business Advisor
Small Business Development Center (SBDC) Advisor
Small Business Development Center Senior Advisor
Software Engineer
Software Systems Administrator
Student Leadership Coordinator
Technology Support Manager
User Group Analyst

** BOT Abolished Title
APPENDIX 3

Side Letter of Agreement

The parties agree to the following with respect to health insurance benefits:

1. The definition of “stepchild” contained in Section 3, 3(C) (4) of the health insurance SPD is modified to provide:

   The Plan Participant’s stepchild who lives in the Professional Administrator’s household or for whom the Professional Administrator contributes and provides at least 50 percent to the support of that stepchild.

2. For purposes of Section 3 of the health insurance SPD, the criteria of support will be deemed to have been met if the Professional Administrator contributes at least 50 percent to the support of the dependent, and that dependent qualifies as an exemption on the most recent income tax return filed by the Professional Administrator.

3. There are certain situations where an employee in the bargaining unit can remain eligible for benefits, even though his/her status changes from that of an active employee, or employment terminates. They are:

   (1) If the employee is on an approved leave of absence without pay, he/she may remain part of the group by making direct payments for benefits to the College.

   (2) A surviving spouse and dependents enrolled in the Program at the time of an employee’s death will be eligible for benefits for ninety (90) days from the date of the employee’s death at no cost to the dependents. After that time, if the employee had ten (10) or more years of service, the surviving spouse and dependents can maintain eligibility by making direct premium payments.

   (3) If any employee dies and either an accidental death benefit is payable by a retirement or pension plan administered by New York State, or death benefits are payable under the Workers’ Compensation Law of New York, all dependents enrolled at the time of the employee’s death may then continue benefits by making direct payments.

   (4) If an employee submits satisfactory proof of total disability, has been disabled for at least ninety (90) consecutive calendar days, and has made all required payments during time off the payroll, waiver of required contributions will then be allowed for a period of one (1) year, while the employee remains totally disabled.

   (5) A. For professional administrators retiring on or after September 1, 2017, the College agrees to continue health benefits coverage to a Professional Administrator who meets the requirements of 12 years of College service and at least age 58 and who qualifies for a retirement benefit through either the NYS Employee Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).
B. For professional administrators retiring prior to September 1, 2017, the College agrees to continue health benefits coverage to Professional Administrators hired on or prior to May 3, 2011 who retire at or over age 55 by meeting the requirements of 5 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

C. For professional administrators retiring prior to September 1, 2017, the College agrees to continue health benefits coverage to Professional Administrators hired after May 3, 2011 who retire at or over age 55 by meeting the requirements of 10 years of College service and at least age 55 and qualified for a retirement benefit through either the NYS Employees Retirement System, NYS Teachers Retirement System, or the SUNY Optional Retirement Program (TIAA-CREF).

The benefit Program for employees in the above situations may be modified as per Contract.

4. With respect to Medicare coverage:

Employes Age 65 and Older

If you are age 65 or over, working full time, and on Medicare, the negotiated Benefit Plan is your primary carrier and Medicare is secondary. After retirement, Medicare is primary.

For the Medicare Eligible

A retired employee, eligible employee dependent or disabled enrollee who becomes eligible for Medicare will continue to qualify for benefits under the negotiated Benefit Plan. However, the benefits provided through the negotiated Benefit Plan will be reduced by the amounts payable by Medicare.

You should apply to Social Security for enrollment in Medicare at least three (3) months before you or your eligible spouse becomes 65. It is important that you enroll for both Part A and Part B of Medicare in a timely manner, as failure to do so may result in a higher cost for Part B coverage, as well as a delay in the date your Medicare Part B coverage becomes effective. Additionally, if you are eligible for Part A or Part B Medicare, whether you enroll or not, the benefits payable under the negotiated Benefit Plan will be reduced by the benefits you have received, or would have received under Medicare.

The Social Security Administration will make available to you a detailed brochure concerning the coverage provided under Medicare. All you need to do is request this from any local Social Security Administration office.
APPENDIX 4

LETTER OF UNDERSTANDING

It is hereby understood and agreed as part of the consideration for the labor contract achieved by Onondaga Community College ("College") and the Association of College Administrators ("ACA"), with a term of September 1, 2000 - August 31, 2005, that the ACA will not file a petition with the New York Public Employment Relations Board ("PERB"), or otherwise seek, to represent the employees of the College who are assigned to the JOBSPlus! Program, EXCEPT THOSE JOBS PLUS POSITIONS LISTED IN APPENDIX 2. However, in the event any other labor organization seeks to represent College employees in the JOBSPlus! Program, it is understood that the ACA may intervene in any representation proceeding before PERB.

FOR THE COLLEGE

By: [Signature]
Dated: 8-2-02

FOR THE ACA

By: [Signature]
Dated: 8-1-02
APPENDIX 5

MEMORANDUM OF AGREEMENT

Onondaga Community College and the Association of College Administrators of Onondaga Community College agree to the following:

All bargaining unit members on the payroll as of 9/1/96 are and will continue to be eligible for vacation day accumulation as per the 1993 - 1996 collective bargaining agreement (refer to Appendix A).

Association: [Signature] Date: 8/1/92

College: [Signature] Date: 8-2-02

APPENDIX 6

JOINT LABOR MANAGEMENT COMMITTEE ON WORKWEEK

The parties have agreed to convene a joint labor management committee for the purpose of discussing the issue of PA unit members working beyond the normal work week.
APPENDIX 7

SABBATICAL LEAVE APPLICATION FORM

PA SABBATICAL LEAVE APPLICATION

Sabbatical Leave Applications will be competitively evaluated. To assure full consideration by the PA Sabbatical Leaves Committee, complete this application thoroughly, including clearly defined tasks and measurable outcomes. Wherever possible, answer in behavioral terms that are specific, measurable, achieveable, realistic and/or timebound. Read this application thoroughly and carefully before you begin to complete it.

Article VI.2.f

If due to unforeseen circumstances a sabbatical leave proposal changes significantly, it is expected that the Professional Administrator will simultaneously notify the President of the College and the President of the OCCFTA or their designees to work out an alternative strategy.

Article VI.2.i

Upon return from sabbatical leave, the recipient will submit to the President, within six (6) months with copy to the PA Sabbatical Leaves Committee and copy to the individual’s personnel file, a report inclusive of appropriate descriptive and supporting data relative to such leave. The application form (See Appendix 2) should form the basis of, but does not supplant, the requirement for a final report.

=================================================================================================================

Full Name: ____________________________  Time Requested for Sabbatical Leave
Address: ____________________________  Fall 20__, Spring 20__, Full 20__ - 20__
Department: ____________________________  Title: ____________________________
Date of Initial Appointment at OCC: ____________________________
Prior Leaves (indicate semester(s) and year(s)); sabbatical:
leave without pay:
Other interruptions of consecutive service:
=================================================================================================================

Education:

degrees  date received  institution  major

Other relevant, specialized training:

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Onondaga Community College  
PA Sabbatical Leave Application

1. Check ( ) one of the following:
   _____ study   _____ formal education   _____ research   _____ writing   _____ travel
   _____ other experience of professional value which supports College goals and objectives

2. What is the nature of your sabbatical leave (i.e. descriptive title)?

3. What is the purpose of your sabbatical leave (explain in such detail that someone unfamiliar with the nature of your sabbatical can understand it)?

4. What are the expected results of your sabbatical leave?

5. How will you measure achievement of these results?

6. How are these results achievable within the time available for your sabbatical leave?

7. What are the reasons for applying for a sabbatical leave?

8. Applicants for sabbatical leave for Formal Education ONLY:

   8.1 What is the name and address of the college/university/institution at which study will occur?
8.2 What is the name of the major/curriculum in which you have enrolled or will enroll?

8.3 What are the names of courses in which you have enrolled or will enroll?

8.4 How is the formal education related to your profession?

8.5 How is the formal education related to one or more of the College’s goals and objectives (refer to the vision, mission and goals from “A Framework for Success.”)

8.6 What is the value of this sabbatical leave to you and how do you measure this value?

8.7 What is the value of this sabbatical leave to the College’s goals and objectives and how do you measure this value?

8.8 What is the cost-benefit relationship of your sabbatical leave to you and to the College and how do you measure this relationship?
9. Applicants for sabbatical leave for all other categories except formal education:

9.1 How is your sabbatical leave (i.e. study, research, writing, travel, other professional experience) related to your profession?

9.2 How is your sabbatical leave related to one or more of the College’s goals and objectives (refer to the vision, mission and goals from “A Framework for Success.”)

9.3 What is the value of your sabbatical leave to you and how do you measure this value?

9.4 What is the value of your sabbatical leave to the College’s goals and objectives and how do you measure this value?

9.5 What is the cost-benefit relationship of your sabbatical leave to you and to the College and how do you measure this relationship?
10. What is the amount of outside compensation you anticipate earning in conjunction with and while on sabbatical leave?

11. Will you perform any of your professional administrative duties for pay for the College while on sabbatical leave? If so, explain fully the times and dates of these assignments.

Deleted #12 from FTA Sabbatical Leave Form; re-numbered #13 to #12 and etc. below:

12. All applicants must complete the following sabbatical leave timetable outlining the activities proposed to be done during the sabbatical with target dates for completion. This timetable should include: what is going to be done; how; with and by whom. (Attach additional sheets if necessary)

**SABBATICAL LEAVE TIMETABLE**

<table>
<thead>
<tr>
<th>Activities</th>
<th>Month Completed</th>
<th>How</th>
<th>Person(s) Responsible</th>
</tr>
</thead>
</table>


13. All applicants must answer this question if the application includes a plan to sustain or implement the results of the sabbatical after completion of the leave:

13.1 What activities need to be sustained or implemented after completion of the leave?

13.2 When will these activities be completed?

13.3 How will these activities be completed?

13.4 Who is responsible for completing those activities?

13.5 How are the activities achievable within the dates specified in 13.2?

Signature of Applicant

Date

Signature of Department Head

Date

Signature of Vice President

Date
APPENDIX 8

PLAN OF ACHIEVEMENT FORM
ONONDAGA COMMUNITY COLLEGE
PROFESSIONAL ADMINISTRATOR PLAN OF ACHIEVEMENT

Employee Name: ___________________________ Review Period: ___________________________
Position/Title: ___________________________ Appointment Date: ___________________________
Department: ___________________________ Supervisor: ___________________________
Employee Status: ___________________________ Responsible AVP/VP: ___________________________

Purpose:

This annual Plan of Achievement form is designed as one of the components for the professional administrator, their supervisor and area Vice President to mutually develop goals and objectives to be achieved on an annual basis. The form can also be utilized to foster the professional development of each administrator and to:

1) Assist the administrator, his/her supervisor and the area Vice President in assessing and evaluating the individual’s effectiveness, initiative, and responsibility in meeting the administrator’s departmental and College duties;
2) Assist the administrator in developing and refining his/her skills and his/her service to the College as an administrator;
3) Assist the President of the College in determining whether probationary and term appointments have been successfully completed and to afford him/her information so subsequent appointments may be granted.

An individual plan of achievement should be consistent with the administrator’s job description and overall goals of the College. Each Administrator shall submit the Plan of Achievement for the upcoming year to his/her immediate supervisor with a copy to the appropriate AVP/Vice President no later than August 31.

Instructions:

Each Professional Administrator shall submit a Plan of Achievement identifying specific goals for the upcoming performance period and list them in the Goals column. List the goals in priority order using the first row for the goal with the highest priority. Where applicable, include references to other College-wide plans (i.e. departmental or divisional operational plans, strategic plan, diversity master plan, IT master plan ...). The following descriptions should be considered and included for the Plan of Achievement:

- **Goal**: General statement describing what the individual needs to accomplish in the context of college plans and initiatives.
- **Outcome(s) & Objective(s)**: Specific and quantifiable statements that focus on levels of program performance or individual achievement.
- **Measure(s)**: Performance measures such as benchmark data, external reports, and service quality linked to individual outcomes or objectives.
- **Target(s)**: For each outcome, identify target (or expected) levels of achievement.
- **Baseline(s) – (if any)**: The measured or observed attainment level of the outcome or objective at a significant point.

PA Plan of Achievement Form | 3/24/2014
<table>
<thead>
<tr>
<th>Goal (list in priority order)</th>
<th>Outcome(s) &amp; Objective(s)</th>
<th>Measure(s)</th>
<th>Target(s)</th>
<th>Baseline(s)</th>
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<td>Include references to other plans where applicable</td>
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</table>
ONONDAGA COMMUNITY COLLEGE
PROFESSIONAL ADMINISTRATOR PLAN OF ACHIEVEMENT

Name: ___________________________ Review Period: ___________________________

This Plan of Achievement is being submitted in accordance with the Professional Administrators contract.

Administrator Comments (optional):

Signature: ___________________________ Date: ___________________________

Immediate Supervisor-Review and Recommendations as discussed with Administrator:

Signature: ___________________________ Date: ___________________________

Approval of Associate Vice President or Vice President:

Signature: ___________________________ Date: ___________________________
APPENDIX 9

PERFORMANCE EVALUATION FORM
ONONDAGA COMMUNITY COLLEGE
PROFESSIONAL ADMINISTRATOR PERFORMANCE EVALUATION

Instructions:

SECTION I (Page 2): Reflection on Achievement Relative to Goal(s)/Outcome(s)/Target(s) as documented on the Plan of Achievement Form

1) Columns 1-5 are to be completed by the Professional Administrator and column 6 by the Supervisor.
2) In the first three (3) columns, list the Goals, Outcomes(s) & Objective(s), Targets(s) as documented on the Professional Administrator Plan of Achievement form for the review period the evaluation includes.
3) In column four (4), provide a Status Update and/or Level of Achievement attained as it relates to the Goals, Outcomes(s) & Objective(s), and Targets(s).
4) Column five (5) and six (6) have two components.
   a. In the top portion of each row, choose from the dropdown the level of success achieved relative to expectations for that particular combination of Goals, Outcomes(s) & Objective(s), and Targets(s). The options available are as follows:
      { 1-Fails to Meet Expectations, 2-Approaches Expectations, 3-Meets Expectations, 4-Above/Exceeds Expectations }
   b. (Optional) In the bottom portion of each row, provide any additional relevant information such as contributing factors, comments, and/or feedback regarding the level of goal success.

SECTION II (Page 3): Leadership Attributes and Competencies

1) Columns 2-3 are to be completed by the Professional Administrator and column 4 by the Supervisor.
2) See Page ii for descriptions of performance and leadership attributes and competencies.

SECTION III (Page 4): Summary of Overall Performance Relative to Goal(s)/Outcome(s)/Target(s), Attributes and Competencies

1) This section is to be completed by the Professional Administrator.
2) Choose the level of success achieved relative to expectations from the dropdowns for all Goals, Outcomes(s) & Objective(s), and Targets(s) from Section I and Leadership Attributes and Competencies from Section II. The options available are as follows:
   { 1-Fails to Meet Expectations, 2-Approaches Expectations, 3-Meets Expectations, 4-Above/Exceeds Expectations }

SECTION IV (Page 4): Supervisor Summary, Comments, Recommendations, and Signature

1) The section is to be completed by the Supervisor.
2) Choose the overall performance level from the dropdown. The options available are as follows:
   { 1-Fails to Meet Expectations, 2-Approaches Expectations, 3-Meets Expectations, 4-Above/Exceeds Expectations }
3) Add summary, comments and recommendations in the space provided.

SECTION V (Page 5): Professional Administrator Comments and Signature

1) This section is to be completed by the Professional Administrator.
2) Use the space provided to add any relevant contributing information or comments regarding the appraisal (optional).

SECTION VI (Page 5): Vice President Summary, Comments, Recommendations, and Signature

1) The section is to be completed by the Vice President or Senior Vice President.
2) Add summary, comments and recommendations in the space provided.
Section II Attribute and Competency Descriptions:

Descriptions of Performance Attributes and Competencies
(clicking on the link will return the user to the place in the document where the attribute or competency exists in the evaluation document)

- **Goal Setting and Performance Management** - Demonstrates understanding of and commitment to the College’s vision, mission, values and strategic plan; helps others translate the College’s vision, mission and core values into day-to-day activities and behaviors; ensures that job goals are fully aligned with the College’s goals; takes responsibility for developing, communicating, and gaining alignment on broad goals; ensures that resources, time, and attention are allocated in proportion to College priorities; takes action to accomplish them; monitors progress and gives timely and objective performance feedback; looks for and creates situations that foster development of others; follows College/department policies, standards and procedures; follows through on commitments and agreements; holds self-accountable for mistakes.

- **Quality, Productivity and Dependability** - Produces work that is complete, accurate, and in an acceptable format; checks accuracy of own work; recognizes and corrects errors; requires little or no supervisory review; conscientious, responsible, and reliable with respect to work completion schedules and deadlines, as well as attendance; uses technology and equipment to improve productivity.

- **Problem Solving and Judgment** - Takes initiative to identify and resolve problems – then takes appropriate action; demonstrates ability to examine problems/issues in new ways; uses logical, systematic approaches to solve problems; reflects on past experiences to solve problems; switches strategies and tactics if the current ones are not working; weighs and evaluates information and selects appropriate alternatives; uses resources, including time, effectively and efficiently.

- **Teamwork and Communication** - Strives to be welcoming, courteous and helpful; responds to constituent requests and openly exchanges information in a timely manner; listens to and acknowledges other ideas and concerns, even when holding a different opinion; regulates own emotions, thoughts and feelings; develops reliable networks to keep well-informed and gain support; listens and understands; uses confidential information with discretion; writes and/or speaks in a clear, concise manner; develops and fosters professional relationships and knows who to keep informed; builds rapport with others; approaches others about sensitive issues in non-threatening ways; regulates own emotions, thoughts and feelings; assists the group in effectively using talents and contributions of individuals to meet department goals; provides guidance when the team is off track; champions the team within the organization; promptly recognizes and tackles morale problems.

- **Valuing Diversity** - Demonstrates commitment to the College’s diversity goals; deals effectively with people of all races, nationalities, cultures, abilities, ages, genders, sexual orientations, etc.; demonstrates respect for opinions and beliefs of others.

- **Change Management** - Uses discernment regarding change and embraces change when it is important to do so; enrolls others in the change process; provides resources, removes barriers, and acts as an advocate for those initiating change; demonstrates ability to adjust to changing job requirements and/or volume of work; willingly accepts additional assignments; takes ownership for self-development and learning.
ONONDAGA COMMUNITY COLLEGE
PROFESSIONAL ADMINISTRATOR PERFORMANCE EVALUATION

Employee Name: ___________________________ Review Period: ___________________________

Position/Title: ___________________________ Appointment Date: ___________________________

Department: ___________________________ Supervisor: ___________________________

Employee Status: ___________________________ Responsible AVP/VP: ___________________________

Purpose:

This Performance Evaluation form is designed as one of the components to foster the professional development of each administrator and to aid both the administrator and the College in achieving these mutual objectives:

1) Assist the administrator, his/her supervisor and the area Vice President in assessing and evaluating the individual’s effectiveness, initiative, and responsibility in meeting the administrator’s departmental and College duties;

2) Assist the administrator in developing and refining his/her skills and his/her service to the College as an administrator;

3) Assist the President of the College in determining whether probationary and term appointments have been successfully completed and to afford him/her information so subsequent appointments may be granted.

It should be used to summarize and evaluate the administrator’s overall performance for the review period, to establish results to be achieved for specific tasks or projects for the next year, and to identify professional development goals to enable the employee to enhance performance in his/her current position or to prepare him/her for future growth.

Each Administrator (biannually for those on continuing appointment) shall submit this form as a self-evaluation to his/her supervisor with a copy to the appropriate AVP/Vice President or Senior Vice President no later than July 1.

Instructions:

Using the spaces provided on the following pages and the instructions found on Page 1 of the Performance Evaluation Form, the professional administrator and supervisor are to complete the evaluation form prior to the review period defined above.
### SECTION I – ASSESSMENT OF ACHIEVEMENT RELATIVE TO GOAL(S)/OUTCOME(S)/TARGET(S)

<table>
<thead>
<tr>
<th>Goal</th>
<th>Outcome(s) &amp; Objective(s)</th>
<th>Target(s)</th>
<th>Status Update and/or Level of Achievement</th>
<th>Personal reflection and supervisor feedback on achievement relative to expectations Contributing Factors and/or Comments</th>
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</table>

**Professional Administrator**

**Supervisor and/or Vice President**
## SECTION II – PERFORMANCE ATTRIBUTES AND COMPETENCIES

The following attributes/competencies describe the manner in which job duties are performed and are essential for all employees in achieving success in their positions. Click on the individual attribute or competency for a description which serves as a guide for desirable performance.

Examples that demonstrate skill level

<table>
<thead>
<tr>
<th>Attribute</th>
<th>Professional Administrator</th>
<th>Supervisor and/or Vice President</th>
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</thead>
<tbody>
<tr>
<td>Goal Setting and Performance Management</td>
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<td>Change Management</td>
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</tbody>
</table>

Personal reflection and supervisor feedback on achievement relative to expectations. Where appropriate provide information where skill development is identified.
ONONDAGA COMMUNITY COLLEGE
PROFESSIONAL ADMINISTRATOR PERFORMANCE EVALUATION

SECTION III – SUMMARY OF OVERALL PERFORMANCE RELATIVE TO GOAL(S)/OUTCOME(S)/TARGET(S), ATTRIBUTES AND COMPETENCIES

Using the options provided, indicate your self-assessment of the overall achievement attained relative to the goal(s)/outcome(s) and targets from Section I.

Professional Administrator Self-Assessment (Section I):

Using the options provided, indicate your self-assessment of the overall achievement attained relative to performance attributes and competencies from Section II.

Professional Administrator Self-Assessment (Section II):

SECTION IV—SUPERVISOR SUMMARY, COMMENTS, RECOMMENDATIONS, AND SIGNATURE

Using the options provided, consider the performance levels from Sections I-III. Select a level to indicate the employee’s overall performance throughout the entire review period. Note that the Overall Performance Level rating is not necessarily a numerical average of Sections I-III. Supervisors should use their professional judgment in considering all factors as they arrive at a performance rating.

Supervisor – Overall Performance Level:

The Supervisor may use the space provided, for Recommendations and/or Comments.

Supervisor-Review and Recommendations and/or Comments:

Supervisor Signature: Date:
SECTION V--PROFESSIONAL ADMINISTRATOR COMMENTS AND SIGNATURE

Using the space below, provide any relevant contributing information or comments regarding your appraisal (optional).

Professional Administrator Comments (optional):

My Supervisor has reviewed this evaluation form with me. My signature indicates that I have reviewed this appraisal, but does not imply my agreement or disagreement with this appraisal.

Professional Administrator Signature: ___________________________ Date: ______________

SECTION VI--VICE PRESIDENT COMMENTS, RECOMMENDATIONS AND SIGNATURE

Vice President Recommendations to the President:

Vice President Signature: ___________________________ Date: ______________