

# **FACULTY STUDENT ASSOCIATION**

**of**

## **Tompkins Cortland Community College**

### **PERSONNEL POLICY MANUAL**

This manual is not a contract of employment. It is provided as a source of information on personnel policies. Nothing contained herein or in any other statement of Faculty Student Association (FSA) policy, including statements made in the course of reviews, should be taken as constituting an express or implied promise of continuing employment. Also, from time to time, some policies may become obsolete or altered by application of Federal or State law.

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## **TYPES OF EMPLOYMENT**

**Administrative**—Refer to Classification of Administrative and Non-Administrative Positions. These positions include director-level or head of programs, which are typically defined as salaried exempt by the NYS Fair Labor Standards Act.

**Non-Administrative**—All other positions.

**Full-time**—52 weeks per year and 37.5 hours per week.

**Full-time, 10 month** – 0.85 FTE - ~44 weeks per year, 221 days per year and 37.5 hours per week.

**Part-time**—At least 1,000 hours per year but less than full-time.

**Hourly**—Regularly scheduled employment of less than 1,000 total hours and more than 750 hours.

**Temporary**—Occasional work of less than 750 hours total per year. Temporary employees do not receive fringe benefits other than those mandated by law.

**Coach** —An employee hired to coach an athletic team for a specified period of time and paid separately from the FSA schedule. Coaches do not receive fringe benefits other than those mandated by law.

**CHANGES IN TYPES OF EMPLOYMENT**— If an employee is hired for one type of employment and later moves to a different type of employment (i.e. Coach, Hourly to Part-Time) the date of the new appointment will be used for the calculation of benefits.

**POSTING OF POSITIONS**—All FSA positions shall be posted on the FSA bulletin board and advertised. Positions will be posted on the FSA bulletin board for a minimum of five (5) working days.

## **WORKING CONDITIONS**

**Work Week**—37.5 hours for **Administrative** and **Full-Time** employees. The work week for all other employees will be determined by their salary agreement.

**Salary Agreement**—Work agreement indicating rate of pay, working periods, hours, and other relevant information.

**Working Periods**—Starting and ending periods of work within a salary agreement.

**Overtime**—**Non-Administrative**, **Full-Time**, **Part-Time** or **Hourly** paid employees who work over 40 hours per week will be paid the excess at time and one-half their

hourly straight-time rate of pay. Overtime will be paid in accordance with the Fair Labor Standard Act.

**Compensatory Time**—Employees must have supervisor's prior approval before working overtime. Once approved, in lieu of payment, employees who work overtime or anticipate working overtime, may take compensatory time off at the rate earned (i.e. one and a half time if worked overtime). This time must be taken within 30 days from the end of the pay period in which it was earned. No more than 20 hours may be accumulated.

**Emergency Call Back** – **Full-Time** or **Part-Time** employees who are required to return to work during non-work hours for an emergency situation shall receive compensation in an amount equal to eight (8) hours at his/her straight-time rate.

**Probationary Period**—For **Administrative** employees, shall be for a two (2) year term; for **Full-Time** and **Part-Time** employees, shall be for a one (1) year term. An appointment shall become permanent upon retention of the probationer after the completion of the probationary period of service.

If the conduct or performance of the probationer is not satisfactory, employment may be terminated at any time after the completion of the minimum period of service or before completion of the maximum period of service.

Report on probationer's service: the probationer's supervisor shall carefully observe the conduct and performance, and after at least six (6) months of employment, shall report; thereon in writing, to the Department of Human Resources. The supervisor shall also, from time to time during the probationary period term, advise the probationer of their status and progress. A probationer, whose services are to be terminated for unsatisfactory service shall receive written notice at least one week prior to such termination, and upon written request, shall be granted an interview with the FSA Board President.

This probationary policy applies to all employees except **Temporary**. This probationary policy is not intended to supersede any Federal, State or Local law.

### **SALARY SCHEDULE - INCREASES**

New hires after 11/18/04 shall move to the wage rate from the hire rate on the following schedule:

One year for **Non-Administrative** staff, and two years for **Administrative** staff. Effective September 1, 2022, the September 1, 2021 salary will be increased by 3% added to the prior year's base salary, except the staff of the Child Care Center hired after September 1, 2019.

### **Coaching Staff**

Effective September 1, 2022, the September 1, 2021 salary will increase by 3% for coaching staff.

Child Care Center Staff

All new child care center staff hired beginning August 2018 shall be hired according to the salary scale outlined below.

**Substitute -On Call (Grade 0)**

All Years of Experience                      \$14.20

**Teacher Aide (Grade 1)**

Years of Experience	HS Diploma	CDA/AS/BS
0	\$14.53	\$15.03
1	\$14.73	\$15.23
2	\$14.93	\$15.43
3	\$15.13	\$15.63
4	\$15.33	\$15.83
5+	\$15.53	\$16.03

**Kitchen Assistant (Grade 2)**

Years of Experience	CDA	Associate's
0	\$14.88	\$15.38
1	\$15.08	\$15.58
2	\$15.28	\$15.78
3	\$15.48	\$15.98
4	\$15.68	\$16.18
5+	\$15.88	\$16.38

**Assistant Teacher (Grade 4)**

Years of Experience	CDA	Associate's
1	\$15.59	\$16.09
2	\$15.79	\$16.29
3	\$15.99	\$16.49
4	\$16.19	\$16.69
5+	\$16.39	\$16.89

**Office Coordinator (Grade 6)**

Years of Experience	CDA	Associate's or Higher
3	\$16.35	\$16.85
4	\$16.55	\$17.05
5+	\$16.75	\$17.25

**Head Teacher (Grade 8)**

Years of Experience	Associate's	Bachelor's
1	\$17.16	\$17.66
2	\$17.36	\$17.86
3	\$17.56	\$18.06
4	\$17.76	\$18.26
5+	\$17.96	\$18.46

### **PROMOTIONAL SYSTEM FOR FSA**

At 3 years employment – Level 1 Merit Award - \$250 added to base pay

After another 4 years – Level 2 Merit Award - \$500 added to base pay

After another 5 years and every 5 years after that – Level 3 merit award – \$750 added to base pay

#### **Awarding Process:**

Each year-2 awards given each level\*. Coaching staff would not be eligible for this promotion system. Coaching staff would be eligible for an additional stipend (\$125) for coaching every 4 sport seasons with the FSA.

#### **Application Packet:**

Applicants must submit an application packet with the following information: a letter of application, a letter from their supervisor, a performance evaluation from the most recent 3 years, and up to 5 additional documents (performance evaluations, letters of support, or otherwise) to support their application. Note: Applicants should consider the promotion criteria in their application letter. Applications must be submitted no later than November 1<sup>st</sup> of each fiscal year.

**NOTE:** The total budget for the awards shall not exceed \$6,000 per year. \*Number of additional awards may vary depending on funding availability, i.e. if there are more applicants in one category but less in another, more than two awards may be given.

The President of the FSA, or their designee, is responsible for appointing the committee to review applications. This committee shall consist of 2 supervising staff from the College's President's Cabinet, 2 students, and one FSA staff member who is not eligible.

The Committee will meet by February to make a recommendation to the FSA President. The FSA President will present the final decision to the Board of Directors by the April Board meeting, for those applicants who will be awarded. For those applicants who are not awarded, feedback will be provided and an opportunity to discuss the outcome of this decision.

**Criteria:** The following areas will be considered by the review committee in support of the applicant's candidacy for the promotion award.

#### **Performance Evaluations:**

- positive impact on department
- positive impact on College/FSA

- excellence in position
- impact outside of department
- creative problem solving

Customer Service:

- demonstration of work supporting mission (of department/FSA/College)
- creative problem solving

Professional Development:

- continuing education – CEU's, Fall/Spring day
- development in content field

Community Service:

- Council/Committee Work
- Working groups
- Interaction/support of College clubs and/or teams
- Community support at TC3 events
- Leadership outside of TC3/job within FSA

\*The Committee will have access to the job description for each applicant.

**COACHING INCENTIVES**

Incentives for coaches whose teams win championships are as follow:

- Conference (MSAC) Championship: \$200.00 for Head Coach, \$100.00 for Assistant Coach
- Region III Championship: \$350.00 for Head Coach, \$175.00 for Assistant Coach
- National (NJCAA) Championship: \$500 for Head Coach, \$250 for Assistant Coach.

**HEALTH INSURANCE**

For All Eligible employees hired prior to August 1, 2019:

- will enroll in one of the four (4) metal plans, bronze, silver, gold or platinum effective January 1, 2020; and
- will pay 20% of the health insurance premium for both employee and dependent coverage.

For All Eligible employees hired after August 1, 2019:

- are eligible to participate in the Excellus Blue Cross/Blue Shield metal level plans through GTCMHIC, the standard bronze, silver, gold or platinum plans upon hire, during open enrollment or a qualifying event; and

- the FSA will contribute a flat dollar amount to the total cost of the health insurance. The FSA will contribute \$4,000 annually (\$333.33 per month) to the cost of a single plan and \$10,000 annually (\$833.33 per month) to the cost of a family plan.

All eligible employees who choose to participate in the voluntary Canadian mail order drug program will receive prescriptions with no co-pay.

Any eligible employee who has not enrolled in the health insurance plan shall receive a \$200 payment after their first 12 consecutive month period, once written notification and proof that they have health insurance coverage elsewhere is provided to the **Department of Human Resources**. If employees continue to maintain health insurance elsewhere, they will receive \$300 the second year and \$400 the third year and thereafter.

Upon termination of employment an employee has the option of continued health insurance coverage as defined by Federal and State law at the employee's expense.

### **DENTAL INSURANCE**

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

### **VISION INSURANCE**

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

### **FLEXIBLE SPENDING ACCOUNTS**

All **Administrative**, **Full-Time** and **Part-Time** employees will have the option of participating in a flexible spending account. Annual maximum contribution amounts shall not exceed those set by the IRS for Unreimbursed Medical expenses and those set for Dependent Care expenses. Information on flexible spending accounts is available in the Department of Human Resources.

### **RETIREMENT**

The FSA has a retirement program through TIAA for **Administrative**, **Full-time** and **Part-time** employees. The FSA contributes 9% and the employee contributes 3%. The employee contribution may be by salary reduction or deduction.

Contributions begin and employee retirement benefits are vested one year and a day after starting employment.

Employees will receive information from the Department of Human Resources of their eligibility to participate. If an employee declines to participate during their initial enrollment period, the employee cannot elect to participate until the Association's open



enrollment period. Employees who elect to enroll during the open enrollment period will begin deductions the following September at the beginning of the next fiscal year.

### **SUPPLEMENTAL RETIREMENT ANNUITY PROGRAM**

Eligible employees may also elect to participate in and contribute to their own Supplemental Retirement Account (SRA) through TIAA by salary reduction.

### **RETIREMENT BENEFITS**

Employees who are at least 59 ½ years old with 10 years of service with the Faculty Student Association who elect to retire will have access to the following benefits during retirement.

1. A Tompkins Cortland ID card.
2. Continued access to the fitness center at no membership cost to the retiree.
3. Access to enroll in credit-bearing courses, using an employee tuition waiver for a period of one (1) year following retirement.
4. Continued access to a Tompkins Cortland e-mail account.

Access to a Health Reimbursement Account (HRA) funded from the retiree's accumulated sick leave time not to exceed \$30,000.

### **LIFE INSURANCE**

All **Administrative** and **Full-Time** staff are eligible to participate in group life insurance plan. Eligible employees must complete the enrollment process within thirty (30) days of employment or change in eligibility. Life insurance premiums will be a paid benefit for participating staff.

### **SUPPLEMENTAL LIFE INSURANCE**

All **Administrative** and **Full-Time** staff may elect to participate in the supplemental life insurance plan through payroll deduction.

### **SICK LEAVE**

All employees accumulate one day (7.5 hours) of paid sick leave per month (pro-rated for **Part-time** and **Hourly** employees based on their normal work schedule) to a cumulative maximum of 180 days (1,350 hours) during the period of their employment.

**Coaches** and **Temporary** employees do not accrue sick leave. Sick leave shall be used for personal illness and accident, including appointments with doctors and dentists and preventative health care visits. All employees are expected to notify their supervisor immediately if unable to report to work due to illness.

For employees changing employment type (i.e. Full-Time to Part-Time) the accrued sick leave balance will remain, all new accruals will be pro-rated beginning with the effective employment date.

Employees absent from work five (5) or more consecutive days due to personal illness or injury must submit a medical professional's statement covering the complete period of absence to the Department of Human Resources before returning to work.

## **FAMILY LEAVE**

Family Leave is for employee family obligations arising from:

- a) Death of a spouse, child, parent (spouse's parent), grandparent, grandchild, sister or brother, or
- b) Illness or accident to a spouse, child or parent.

**Administrative**, **Full-Time** and **Part-Time** employees shall be allowed five days of family leave (pro-rated for **Part-Time** employees) each contract year.

Employees who commence employment September 1 through February 28 shall receive their full allotment of family leave. Employees who commence employment March 1 through August 31 shall receive three days of family leave in their first appointment year. Family leave must be reported to the supervisor. Employees should give as much advance notice for use of family leave as possible.

Unused family leave for **Administrative**, **Full-Time** and **Part-Time** employees shall accrue to the individual's sick leave at the end of the year (August 31).

**Hourly** employees do not receive family leave.

## **PERSONAL LEAVE**

Personal Leave, as implied, requires no explanation by an employee but does need prior approval of the employee's supervisor.

Employees who commence employment September 1 through February 28 shall receive their full allotment of personal leave. Employees who commence employment March 1 through August 31 shall receive one half (1/2) their personal leave allotment.

**Administrative** employees are allowed two (2) personal days per year. Unused personal leave shall accrue to sick leave at the end of the year (August 31).

**Full-time** employees are allowed four (4) personal days per year. Unused personal leave shall accrue to vacation leave at the end of the year (August 31).

**Part-time** employees are allowed two (2) personal days, pro-rated, per year. Unused personal leave shall accrue to vacation leave at the end of the year (August 31).

**Hourly** employees do not receive personal days.

## **VACATION**

All vacation time must be requested of, and approved by, the supervisor after confirmation of the amount of accrued vacation time by the Department of Human Resources. The supervisor will be responsible for scheduling vacation time.

**Administrative** - (260 to 262 days) employees accrue paid vacation at the rate of 12.5 hours per month (1.8 days) to a maximum of 20 days annually (150 hours).  
Administrative (217 days) employees accrue paid vacation at the rate of 11.25 hours per month (1.5 days) to a maximum of 15 days (112.50 hours). Days earned and not used shall accrue year to year to a maximum of 30 days (225 hours).

**Full-time** employees receive paid vacation at the rate indicated in the chart below:

<u># Years Employed</u>	<u>Total Days</u>	<u>Hours accrued Per month</u>
0 thru 6 months	5 days (to be granted after the 6th month)	0
After 6 months	10 days per year	6.25
After 7 years	15 days per year	9.38
After 10 years	20 days per year	12.5

Vacation days earned and not used shall accrue year to year to a maximum of 30 days.

**Part-time** employees receive pro-rated paid vacation at the rate indicated in the chart below for regularly scheduled hours:

<u>#Years employed</u>	<u>Total Days</u>
1 year thru 7 years	10 days per year
After 8 years	15 days per year
After 11 years	20 days per year

Vacation days earned and not used shall accrue year to year to a maximum of 30 days.

**Coaches** and **Hourly** employees do not accrue vacation leave.

Unused vacation days, to a maximum of 30 days, shall be paid to eligible employees upon termination of employment or death. An employee is not eligible if discharged for cause or failed to give at least three weeks written notice to the FSA President.

No vacation day will be charged if a paid holiday falls within the vacation period. When illness or injury occurs over vacation (verified by employees doctor if more than five (5) days) then sick days may be substituted for vacation days.

Accrued vacation will be used only during period covered as indicated by the salary agreement.

## **HOLIDAYS**

**Administrative, Full-time, and Full-time 10 month** employees will receive paid holidays as determined by the College's holiday schedule.

**Part-time** employees hired after December 1, 1992, shall receive pro-rated pay (based on their normal work schedule) for all holidays that fall within their working period(s).

**Hourly** employees hired after December 1, 1992, will receive pro-rated pay (based on their normal work schedule) for all holidays that fall within their working period(s).

## **FLOATING HOLIDAYS**

**Administrative** and **Full-time** employees receive two (2) floating holidays to be taken by the end of the FSA fiscal year (September 1 through August 31). The use of floating holidays shall have the prior approval of the supervisor. Floating holidays do not accrue from year to year.

**Full-time, 10 month, Part-time** and **Hourly** employees are not eligible for floating holidays.

## **HOLIDAY PAY**

A **Non-Administrative, Full-Time, Part-Time** or **Hourly** employee who is required to work on any College observed holiday shall be paid double their hourly straight-time rate, or the employee may choose to earn compensatory time, for all hours worked. In order to pay overtime in the form of compensatory time, there must be a written agreement with the employee's supervisor prior to the working the holiday.

**Holidays**

	<b>2021- 2022</b>	<b>2022 – 2023</b>
<b>Labor Day</b>	Sept. 06, 2021	Sept. 0, 2022
<b>Thanksgiving</b>	Nov. 25, 2021	Nov. 24, 2022
<b>Friday after Thksg.</b>	Nov. 25, 2021	Nov. 25, 2022
<b>Winter Holiday</b>	Dec. 24, 2021	Dec. 26, 2022
<b>Winter Holiday</b>	Dec. 27, 2021	Dec. 27, 2022
<b>Winter Holiday</b>	Dec. 28, 2021	Dec. 28, 2022
<b>Winter Holiday</b>	Dec. 29, 2021	Dec. 29, 2022
<b>Winter Holiday</b>	Dec. 30, 2021	Dec. 30, 2022
<b>New Year's Day</b>	Jan. 03, 2022	Jan. 02, 2023
<b>M.L. King Day</b>	Jan. 17, 2022	Jan. 16, 2023
<b>Spring Day</b>	*	*
<b>Memorial Day</b>	May 30, 2022	May 29, 2023
<b>Juneteenth</b>	June 20, 2022	June 19, 2023
<b>Independence Day</b>	July 04, 2022	July 03, 2022
<b>Independence Day</b>		July 04, 2023

\*Friday prior to the end of spring recess

**HOLIDAY COMP**

If a scheduled holiday falls on an **Administrative**, **Full-Time** and **Part-Time** employee's regularly scheduled day off, the employee shall be granted a compensatory day off within four weeks of that holiday. Employees should make arrangements with their supervisor to schedule this time off at a mutually agreed upon time.

**JURY DUTY**

An employee (except Coaches, Trainers, and Temporary) scheduled for jury duty shall be excused from his/her duties and responsibilities for the period of such assignment without loss of regular base pay or benefits. It is the employee's responsibility to submit a copy of the jury notice to the Department of Human Resources.

**BREAST/PROSTATE CANCER SCREENING LEAVE**

**Administrative**, **Full-Time** and **Part-Time** employees are entitled to a maximum of four (4) hours leave annually for breast/prostate cancer screening.

The leave guidelines are as follows:

The breast cancer leave is for both men and women. The prostate cancer screening is for men only. Breast cancer screening includes physical exam and mammograms for the detection of breast cancer.

The leave time allowable is granted for up to four (4) hours on a calendar year basis. Each January 1, a new four (4) hour leave entitlement will be granted. The leave time cannot be accumulated from year to year. If you do not use the four hours during the course of a year, you cannot carry it forward to the next year. Leave for breast/prostate cancer screening is paid time off that cannot be chargeable to any leave accrual time including sick time. Absence beyond the four (4) hours is chargeable to another leave accrual.

Employees are not granted compensatory time off for breast/prostate cancer screenings that occur on weekends, holidays or non-scheduled work days.

Employees are required to ask their immediate supervisor for this leave. They must also submit a Breast Cancer Screening or Prostate Cancer leave request. The completed leave request should be sent to the Department of Human Resources. Employees have the right to ask that this documentation be kept confidential with only those required to grant approval and/or certify time and attendance reports have access.

Employees should note on their leave sheet or timecard that they were not at work due to the appropriate screening.

The Breast and Prostate Cancer screening forms are available on the TC3 website in the FSA forms section.

## **PAID FAMILY LEAVE POLICY**

### **Qualifications:**

Eligibility - All eligible employees are entitled to participate in Paid Family Leave.

**Full-time employees:** Employees who work a regular schedule of 20 or more hours per week are eligible after 26 consecutive weeks of employment.

**Part-time employees:** Employees who work a regular schedule of less than 20 hours per week are eligible after working 175 days, which do not need to be consecutive.

**Application:** Once every 52 weeks on a rolling calendar year. Once you have taken Paid Family Leave, your new 52 week counts starts from the first day of your leave.

**Full days:** Paid Family Leave cannot be taken intermittently or in partial days.

**Combined Pay:** Employee cannot collect New York State Disability or Workers Compensation and Paid Family Leave at the same time.

New York's Paid Family Leave provides job-protected, paid time off so you can:

1. **Bond** with a newly born, adopted or fostered child placement,

- An employee can take Paid Family Leave during the first 12 months following the birth, adoption, or fostering of a child.
  - Expectant mothers cannot take Paid Family Leave for their own pregnancy. Paid Family Leave for the birth of a child begins after the birth. It is not available for prenatal conditions.
- 2. Care** for a close relative (Spouse/Domestic Partner, Child/Step Child, Parent/In-law/Step Parent, Grandparent/Grandchild) with a serious health condition, or
- An employee can take Paid Family leave to care for a close relative with a serious health condition.
  - A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:
    - Inpatient care in a hospital, hospice, or residential health care facility, or
    - Continuing treatment or continuing supervision by a health care provider.
  - Employee must be in the same location of the family member they are caring for.
- 3.** These relatives can live outside of New York State and even outside the country. An employee cannot take Paid Family Leave for their own health condition. **Assist** with family situations when a family member is deployed abroad on active military service.
- An employee can take Paid Family Leave to assist with family situations arising when your spouse, domestic partner, child, or parent is deployed abroad on active military service or has been notified of an impending military deployment abroad.
  - An employee cannot use Paid Family Leave for their own qualifying military event.

**Responsibilities:**

**Employee's:**

- To give their supervisor 30 days notice, whenever possible.
- Obtain the forms from Human Resources to complete the employee's sections.
- Once the employee sections have been completed, return forms to Human Resources for processing.
- To notify their supervisor upon receipt of their approval or denial.
- To communicate with Supervisor and/or Human Resources of planned date to return to work date.
- To pay the employee's portion of the enrolled insurance premiums while the employee is out of work. Payments to be made to Tompkins Cortland Community College, not to exceed 45 days past the due date.

### **Employer's**

- To complete the employer section of the form and return to the employee within three business days.
- Provide a summary of insurance premiums due during their leave.

## **LEAVE BENEFITS FOR CHILD CARE STAFF**

### **12 Month – Full-Time Child Care Employees**

#### **Sick Leave**

All employees accrue 1 day (7.5 hours) of paid sick leave per month to a cumulative maximum of 180 days (1,350 hours) during the period of their employment.

For employees hired prior to August 1, 2019 who change employment type (12 month to 10 month) the accrued sick leave balance will remain.

#### **Personal/Family Leave**

All employees receive 5 days of personal/family leave each year for personal and family business.

New employees shall receive the following personal and family leave:

- A. New employees will receive one (1) leave day at the beginning of the new appointment.
- B. An additional day for each quarter year worked of the new 12 month appointment.
  - a. Example: One (1) day for September through November, December through February, March through May, and June through August.

Unused personal/family leave shall accrue to the individual's sick leave at the end of the year (August 31<sup>st</sup>).

#### **Vacation**

<u># Years Employed</u>	<u>Total Days</u>	<u>Hours per month</u>
0 thru 6 months	5 days (after the 6 months)	0
After 6 months	10 days per year	6.25
After 7 years	15 days per year	9.38
After 10 years	20 days per year	12.5

Vacation days earned and not used shall accrue year to year to a maximum of 30 days.

#### **Floating Holidays**

All full-time 12 month employees receive two (2) floating holidays to be taken by the end of the fiscal year (September 1 through August 31). The use of floating holidays shall have the prior approval of the supervisor. Floating holidays do not accrue from year to year.



## **10 Month – Full-Time Child Care Employees**

### Sick Leave

All employee accrue 10 days per year, 6.25 hours per month of paid sick leave to a cumulative maximum of 180 days (1,350 hours) during the period of their employment.

For employees changing employment type (10 month to 12 month) the accrued sick leave balance will remain.

### Personal/Family Leave

All employees receive 5 days of personal/family leave each year for personal and family business.

New employees shall receive the following personal and family leave:

- A. New employees will receive one (1) leave day at the beginning of the new appointment
- B. An additional day for each quarter year worked of the new 10 month appointment.
  - a. Example: One (1) day for September through November, December through February, March through May, June through August.

Unused personal/family leave shall accrue to the individual's sick leave at the end of the year (August 31<sup>st</sup>).

### Vacation

Full-time, 10 month positions do not accrue vacation leave.

### Floating Holidays

Full-time, 10 month positions do not accrue floating holidays.

## **TUITION WAIVER**

The Faculty Student Association is committed to increased productivity and general employee development through educational and training opportunities. Therefore, tuition waivers for credit bearing TC3 courses will be provided to **Administrative**, **Full-Time** and **Part-time** employees and their immediate families (spouse and children).

Faculty Student Association employees with one (1) or more years of service, before the first day of the semester, shall be eligible.

Tuition waiver request forms must be completed by the employee and forwarded to his or her immediate supervisor for approval. The supervisor must then forward the waiver to the FSA President for final approval. When all approvals have been obtained, the tuition waiver will go to the Department of Human Resources for processing.

Tuition waivers for a spouse or an employee's children must be submitted on the FSA Request for Tuition Waiver for Family Members form. Proof of relationship must be provided by submitting the most recent tax return statement or other acceptable proof.

An employee may be allowed to take a course(s) during what would be their normal scheduled working hours provided that the employee, the immediate supervisor, and FSA President agree in advance on an arrangement for such change in schedule from the normal working hours. Time missed from the employees regular work schedule must be made up within two weeks as scheduled by the supervisor. The supervisor will forward the written arrangement to the FSA President who, in turn, will forward the arrangement to the Department of Human Resources.

Employees may use personal or vacation leave time to make up class or lab hours for non-job related education and training. Employees who attend supervisor-mandated job related education and training conducted during work hours shall not require leave accrual usage or unpaid leave.

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

### **PROFESSIONAL DEVELOPMENT**

Professional growth is necessary in assisting people to meet the changing needs of society and our students. The Faculty Student Association is committed to supporting and encouraging professional growth opportunities.

For **Administrative** employees, the following benefits will be awarded: a \$500 stipend for each 9 credits completed and a \$500 stipend for an additional degree awarded other than the minimum academic degree required at hire. For **Administrative** employees, credits can be earned in the following ways: graduate and undergraduate level course work related to the employee's plan for professional growth.

For **Full-Time** and **Part-Time** employees matriculated in an accredited degree program the following benefits will be awarded: a \$500 stipend for every 9 credits completed and a \$500 stipend upon degree completion. Employees must be .5FTE or greater and employed one year or longer with the Faculty Student Association.

For **Administrative**, **Full-Time**, and **Part-Time** employees, a \$150 stipend\* will be awarded after the completion of 15 hours of noncredit professional development (workshop related to the employee's plan for professional growth), not to exceed \$450 annually. \*This benefit is not available for workshops paid by the Faculty Student Association and mandatory trainings required for a position.

#### **Requesting permission for professional development courses**

Employees must complete and submit a PGI-1 form to the Department of Human Resources before beginning participation in such educational activity.

PGI-1 forms must include information on the course or noncredit professional development.

**Requesting reimbursement for completed course work**

Employees must complete and submit a PGI-2 form, within 60 days of the completion of the coursework/workshop, along with an unofficial transcript or noncredit professional development certificate to the Department of Human Resources after the completion of participation in such educational activity. PGI-2 forms must include information on the course or noncredit professional development.

**Requesting reimbursement for completed degrees**

Employees must complete and submit a PGI-2 form, within 60 days of the completion of the degree, along and have an official transcript provided to the Department of Human Resources after the completion of a degree program. PGI-2 forms must include the degree earned.

**FITNESS CENTER**

All FSA Personnel, Board members, and the Clerk of the Board shall be given membership to the Fitness Center at no cost.

**WORKER'S COMPENSATION LAW/DISABILITY LAW**

All employees are covered under the Worker's Compensation Law. Any work related illnesses or injuries must be reported immediately to the Office of Public Safety and the Department of Human Resources. An employee may choose to use sick days instead of compensation.

All employees are covered under the Disability Benefits Law. New York State law authorizes an employee to file a disability claim for any illness or accident that lasts over seven (7) calendar days.

**EMERGENCY CLOSING**

In the event the College is closed due to an emergency closing declared by the College President or designee, or an emergency closing of the FSA or one of its divisions as declared by the FSA President, employees who are scheduled to work shall suffer no loss in salary or wages. **Part-time** and **Hourly** employees will receive pro-rated pay based on their normal work schedule (i.e. 5 hours scheduled - 5 hours paid, 0 hours scheduled - 0 hours paid).

Employees who come to work on a day when the College is open and later closed, and remain at work until the College is closed, will be paid for their normal work hours and

paid under the emergency closing for the period of the work day for which the College is closed.

If a **Non-Administrative** employee is required to work during the emergency closing, the employee shall be compensated at double their hourly straight-time rate for the hours actually worked during the closing.

An employee who does not report to work when the College or FSA is open will be charged a leave benefit, either a personal, family, or vacation day unless the highways in the county in which the employee resides or must travel through have been officially closed by a public official with such authority and such announced publicly.

### **FSA STAFF PERFORMANCE EVALUATION**

The FSA and its employees are committed to an employee evaluation system that assists in developing the highest quality of performance among staff in an environment of support and mutual respect. This purpose is achieved by:

1. Establishing clarity of job standards and expectations
2. Assessing the performance of each staff member.
3. Suggesting ways to improve the performance of job-related activities and providing guidance for next year's objectives.
4. Re-evaluating job functions, when appropriate.

Performance evaluations shall be completed 30 days after the end of the fiscal year of the Corporation for all employees of the Corporation. A report will be presented to the Board of Directors by a Human Resources representative at the first meeting of the fall semester. Semi-annual evaluations based upon hire date shall be performed for new employees (less than one year). Copies of the performance evaluation will be sent to the employee and the Department of Human Resources.

#### **Ongoing Reviews**

For individuals in their first year of service, a review meeting with the supervisor will occur after completion of six months. A short report of this review will be developed by the supervisor and copies will be sent to the employee and the Department of Human Resources.

#### **Comprehensive Evaluation**

Comprehensive evaluation includes questionnaires distributed to those who interact with the employee. These are done on all employees in Appendix A in their first two years of service, and subsequently every third year of service. Additional comprehensive evaluations may be requested at the discretion of the supervisor.

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

- a. For FSA staff who supervise other employees of the FSA, a questionnaire, Appendix B will be sent to all of those supervised. In addition, all employees being evaluated will identify a list of 6-10 peers or recipients. The supervisor and the employee will discuss this list and will reach agreement as to the names of individuals to be included on this list. If they cannot mutually agree, the employee and supervisor will each select 3-5 names. Individuals who complete these questionnaires will be required to sign their name to the questionnaire. Only signed questionnaires will be included in the evaluation. Employees have the right to review the signed questionnaires in consultation with their supervisor and the Human Resources Administrator.
- b. The dissemination of evaluation questionnaires will occur from April 1<sup>st</sup> to May 1<sup>st</sup> so as to provide ample time for the thoughtful completion of such questionnaires by those responding.

#### Year End Annual Report

Prior to the end of the fiscal year the staff member and supervisor will meet to review the following. Copies of all the following documents will be given to the employee and the Department of Human Resources.

1. The Annual Plan
2. A Mid-Year Tracking Report (if appropriate)
3. Self evaluation
4. Relevant questionnaire survey results (if comprehensive review is required)
5. The Supervisor's Annual Evaluation Report
6. Other documents deemed pertinent

### **TERMINATION OF EMPLOYMENT**

#### **A. Voluntary Termination**

Any employee, who resigns, retires or fails to return or fulfill the conditions of a paid or unpaid leave shall be considered to have voluntarily terminated their employment.

Employees shall provide the FSA President with at least three weeks written notice of voluntary termination.

Use of leave time in lieu of work once written resignation has been filed may be taken with prior approval of the employee's supervisor.

#### **B. Involuntary Termination for Just Cause**

The FSA President has the right to terminate employees for just cause.

**C. Involuntary Termination for Retrenchment or Reorganization**

For an employee facing elimination of his or her position due to retrenchment or reorganization the FSA must provide written notification of at least thirty (30) days prior to the elimination of the position. Compensation in lieu of notification may be given prorated to employee's salary.

**GRIEVANCE PROCEDURE**

A grievance is a claim by any employee or group of persons employed by FSA based upon any claimed violation, misinterpretation, misapplication or inequitable application of the terms or provisions of this manual. Any party that feels aggrieved has a formal procedure to follow:

**Procedure**

1. Discuss the grievance with the immediate supervisor within five (5) working days of occurrence.
2. If the employee and supervisor are not able to resolve the grievance, either may request the FSA President, within ten (10) working days, to hear the grievance and render a decision.
3. If the FSA President is a party to the grievance then the employee may request, in writing with supporting documents and materials, the FSA Personnel Committee to hear the grievance within twenty (20) working days and render a decision.
4. If either party is not satisfied with the decision in steps 2 or 3, an appeal may be made to the FSA Board of Directors. Requests must be in writing and supporting documents and materials must be supplied to the Clerk of the Board for distribution, prior to the next meeting. The Board shall make a decision at their next meeting and it shall be final and the grievance ended. A goal in this procedure is to handle grievances in a timely and effective manner for both staff and the FSA.

## **FACULTY STUDENT ASSOCIATION OF TOMPKINS CORTLAND COMMUNITY COLLEGE**

### **DISCRIMINATION/HARASSMENT COMPLAINT PROCEDURE**

An individual who believes that he or she has been subjected to discrimination, retaliation or harassment in violation of the College's Policy Against Discrimination and Harassment may, but is not required to, attempt to informally correct the situation by directly approaching the person responsible in order to resolve the problem. If the allegations include sexual violence, this approach is not desired or the individual feels uncomfortable following it, or if it is attempted and does not result in satisfaction, the incident should be reported promptly to one of the following intake specialists:

Carolyn Boone, Coordinator of Access and Equity Services, Title IX Coordinator  
Room 130, 844-8222, ext. 4283

Darese Doskal, Director of Student Conduct and Community Standards, Title IX  
Coordinator  
Room 229, 844-8222, ext. 6591

Seth Thompson, Associate Vice President of Student Services/Senior Diversity Officer  
Room 124, 844-8222, ext. 4358

If the respondent\* is a student, the matter will be referred to the Office of Residence Life and Judicial Affairs. The Discrimination/Harassment Complaint Procedure will be kept as confidential as possible. Information about the complaint and the complaint procedure will only be shared with those with a need to know.

\*For purposes of this procedure ***complainant*** refers to the person making the complaint, the ***respondent*** is the person against whom the complaint is made. ***Days*** are calendar days.

In all proceedings, all parties are entitled to have a union representative, legal counsel or other support person present; however, their role is limited to observation and consultation. All statements or evidence shared with one party shall be made available to both parties.

### **Informal Complaint Procedure**

The Informal complaint procedure:

- Provides for intake specialists to (1) furnish information, (2) receive complaints, and (3) attempt to resolve complaints in a mutually acceptable manner.
- Results in a complete report, prepared by the intake specialist, at the completion of this step in the process.
- Is designed to operate in an expeditious manner.

Allegations of sexual violence will not be processed through the informal complaint procedure and will be immediately referred to the Senior Title IX Coordinator for formal proceedings.

#### **Complaint filing**

To file a complaint, complainants will (1) contact an intake specialist as soon as possible following the incident and generally within 60 days following the last occurrence of the behavior that is the subject of the complaint, and (2) sign the completed Harassment/Discrimination Complaint Form.

Any member of the campus community may consult an intake specialist for advice, without obligation to file a written complaint. If the potential complainant declines to participate in the completion of the Discrimination/Harassment Complaint Form, the intake specialist may or may not proceed with the complaint process.

#### **Informal Complaint processing**

Within five days of the written complaint's receipt, the intake specialist must report the source and substance of the complaint to the Affirmative Action Officer/Senior Title IX Coordinator and the respondent. The report should be placed in the Discrimination and Harassment file in the Office of Human Resources.

The intake specialist will have 14 days from the complaint's receipt to meet with the complainant, respondent, and other pertinent witnesses, and to conduct any such other or further investigation he/she deems required under certain circumstances. The intake specialist will attempt to achieve a fair and appropriate resolution of the complaint as expeditiously as possible. Under unusual circumstances, the intake specialist may take an extension of up to 14 days.



Prior to completing the Informal Complaint Procedure, and upon the complainant's or respondent's request, or the intake specialist's initiative, if any of these parties believes no useful purpose is served by pursuing the Informal Complaint Procedure, the Formal Complaint Procedure may be initiated. In such situations, the intake specialist will complete and submit his or her report as described in the Formal Complaint Process below.

### **Informal Complaint disposition**

Within 14 days of the conclusion of the complaint processing period, the intake specialist must complete and submit a report on the status of the complaint.

If the complaint is resolved to the satisfaction of all pertinent parties, the intake specialist's report must specify this resolution in appropriate detail. The report also will include a written summary of the resolution, signed by all the pertinent parties (normally the complainant, respondent and Intake Specialist). Reports of resolved complaints will usually be brief. They are to be submitted to the complainant, respondent, and office of Human Resources and only to such other campus-level office agreed to in the solution.

### ***Complaints not resolved informally***

If the complaint remains unresolved, the intake specialist's report must summarize the complainant's allegations, the respondent's replies, witness statements, problem-solving efforts and recommendations of the intake specialist. Such recommendations may include referral to the President for appropriate disciplinary actions or referral to the Formal Complaint Procedure. Reports of unresolved complaints will be submitted to the complainant, the respondent, the office of Human Resources, and the Discrimination and Harassment Policy Complaint Hearing Panel when referred to them.

## **Formal Complaint Procedure**

The Formal Complaint Procedure:

- Includes the filing of a formal complaint
- Involves the appointment of a hearing panel
- Calls for a formal investigation of all the elements of a complaint.
- Is based on findings of fact relevant to each element of a complaint.

### **Formal Complaint Initiation**

If there is no mutually acceptable resolution of a complaint at the Informal Complaint Procedure, or upon the request of the complainant, respondent or intake specialist, the Formal Complaint Procedure will be initiated by filing the written complaint with the Affirmative Action Officer/Senior Title IX Coordinator. The Affirmative Action Office/Senior Title IX Coordinator will coordinate the forming of a three-person hearing panel (Panel). The Panel will be composed of three trained members from the Discrimination and Harassment Policy Complaint Hearing Panel Pool (Pool). One member will be chosen by the complainant, one member will be chosen

by the respondent and those two members will select a third member jointly. In the event that the selection of the three-person panel is not completed within 7 days after notification, the Affirmative Action Officer /Senior Title IX Coordinator will complete the selection process.

### **Formal Complaint processing**

The hearing panel will conduct a thorough fact-finding investigation, and will meet with both the complainant and the respondent, interview pertinent witnesses and review relevant and material evidence as necessary on each element of the complaint. The complaint investigation shall be completed within 30 days of the appointment of all three members of the hearing panel.

### **Formal Complaint disposition**

The hearing panel will prepare a report at the conclusion of the investigation. A draft version of the hearing panel's findings of the fact portion of the report will be conveyed to the complainant and the respondent for comment before the final version of the report is completed. The hearing panel will seek comments, supported by evidence, to address factual inaccuracies and misunderstandings only. All parties will have 7 days to comment.

The hearing panel's complete report must contain (1) the complainant's allegations, (2) the respondent's replies, (3) information provided by witnesses or documents including comments on the draft report, (4) a description of the investigation process, (5) the hearing panel's analysis of evidence and findings of fact on each element of the complaint and (6) any recommendation(s) the hearing panel may consider pertinent to the disposition of the complaint. If the Panel members did not reach consensus, differing views will be included in the report.

The hearing panel's findings of fact shall be based on the "preponderance of the evidence" standard. A charge will be found unsupported unless a "preponderance of the evidence" supports a finding of the misconduct. This "preponderance of the evidence" standard requires that the evidence supporting each finding is more convincing than the evidence offered in opposition to it.

If a preponderance of the evidence does not support the complaint, and if there is evidence that the complaint was filed without a reasonable basis in fact and honest belief, the hearing panel shall include that evidence in its report. Such conduct could constitute a violation of this nondiscrimination policy and shall be reported to the President for appropriate action, including possible disciplinary action.

The hearing panel's report will be submitted to the complainant, the respondent, Affirmative Action Officer/Senior Title IX Coordinator, and placed in a separate file in the Office of Human Resources. The complainant and the respondent may respond in writing to the report; any such responses must be filed with the Affirmative Action Officer/Senior Title IX Coordinator within 7 days of the date of the hearing panel's report. The Affirmative Action Officer/Senior Title IX Coordinator will promptly forward the full report to the President.

The President, in consultation with legal counsel and the Affirmative Action Officer/Senior Title IX Coordinator, will make his or her decision as to the disposition of the case as soon as possible, but no later than 7 days of the date of the hearing panel's report. This decision will be in writing

and will include an explanation of the decision. Copies of the decision will be sent to the complainant, the respondent, and the Office of the Provost.

### **Appeals**

The College's Affirmative Action Officer/Senior Title IX Coordinator will provide general information on the State and Federal guidelines and laws, as well as the names and addresses of various enforcement agencies.

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10/22

## **CLASSIFICATION OF POSITIONS**

\*Contact Human Resources for the most current listing.

### **FSA Job Titles**

### **Position**

College Health Services Registered Nurse	Administrative
Director of Athletics and Recreation	Administrative
Director of Child Care Center	Administrative
Director of Residence Life	Administrative
Associate Director of Residence Life and Judicial Affairs	Administrative
Assistant Director of Athletics	Administrative
Residence Director	Administrative
Facilities Superintendent	Administrative
Assistant Teacher	Non-Administrative, Full-Time
Assistant to the Facilities Superintendent	Non-Administrative, Full-Time
Athletic Trainer	Non-Administrative, Full-Time
Athletic Facility and Events Coordinator	Non-Administrative, Full-Time
Facilities Maintenance Worker	Non-Administrative, Full-Time
Fitness Center Coordinator	Non-Administrative, Full-Time
Head Teacher	Non-Administrative, Full-Time
Kitchen Assistant	Non-Administrative, Full-Time
Medical Office Assistance/NYSIIS Coordinator	Non-Administrative, Full-Time
Office Operations Coordinator	Non-Administrative, Full-Time
Recreation Coordinator	Non-Administrative, Full-Time
Residence Life Office Coordinator	Non-Administrative, Full-Time
Residence Life Operations Assistant/Student Conduct Liaison	Non-Administrative, Full-Time
Senior Maintenance Technician	Non-Administrative, Full-Time
Senior Office Assistant	Non-Administrative, Full-Time
Assistant Teacher	Non-Administrative, Part-Time
Campus Card Systems Office Assistant	Non-Administrative, Part-Time
Recreation and Fitness Assistant	Non-Administrative, Part-Time
Medical Office Assistant/NYSIIS Coordinator	Non-Administrative, Part-Time
Teacher Aide	Non-Administrative, Part-Time
Aquatics Instructor	Hourly
Assistant Teacher	Hourly
Recreation and Fitness Center Assistant	Hourly
Lifeguard	Hourly
Maintenance Helper	Hourly
Teacher Aide	Hourly
Water Safety Instructor	Hourly

## FSA PERSONNEL POLICY MANUAL

Assistant Coach	Stipend
Graduate Assistant	Stipend
Head Coach	Stipend
Panther Pantry Associate	Stipend
Senior Residence Assistant	Stipend

**APPENDIX A:**

Comprehensive evaluations will be completed with all employees in the following titles during their first two years of service and subsequently every third year of service.

Athletic Trainer  
Athletics Facility and Events Coordinator  
Assistant Director of Athletics  
Assistant to the Facilities Superintendent  
College AOD Prevention Coordinator  
Director of Athletics and Recreation  
Director of Child Care Center  
Director of Health Education and Wellness  
Director of Residence Life  
Facilities Maintenance Worker  
Fitness Center Coordinator  
Housing Coordinator  
Maintenance Helper  
Recreation Coordinator  
Residence Life Office Coordinator  
Residence Life Operations Assistant/Student Conduct Liaison  
Residence Director  
Senior Maintenance Technician

**APPENDIX B****FACULTY STUDENT ASSOCIATION OF  
TOMPKINS CORTLAND COMMUNITY COLLEGE****PERFORMANCE QUESTIONNAIRE**

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

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

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

# FSA PERSONNEL POLICY MANUAL

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