

Memorandum of Agreement
By and Between
The Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL/CIO
TC3 Unit #8908 (CSEA)
And
Tompkins Cortland Community College (TC3)

WHEREAS, TC3 and CSEA are parties to a Collective Bargaining Agreement which expired August 31, 2020;

WHEREAS, the Collective Bargaining Agreement is silent to Out of Title (OOT) work;

WHEREAS, TC3 and CSEA agree that employees who are working out of title should be compensated for the work that is being done out of title;

WHEREAS, the parties are desirous of having an agreement settling the matter and they have agreed to the terms and conditions of a settlement;

NOW, THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties stipulate and agree as follows:

1. The College will post the type of summer work projects available to all Laborer and Cleaning Staff.
2. Interested staff will have the opportunity to sign-up for OOT work.
3. An employee who works OOT but is still within their pay grade shall receive \$1.50 more an hour for each hour they work out of title. (example... Cleaner/Laborer working as a Construction Laborer)
4. Employee who works OOT and out of grade shall receive the wage rate of titled worked for each hour they work out of title. (example... Laborer working as a Building Maintenance Worker)
5. Employees shall receive their shift differential pay when completing OOT work.
6. Laborer shall be offered OOT work before Cleaners are offered OOT work.
7. In cases where appointment to OOT work is made to individuals within the same permanent title who are qualified to complete the work, appointments will be based on seniority.
8. In most cases, OOT work assignments will be scheduled for full day shifts. Staff who are called back to their typical work assignment while working OOT shall maintain their OOT rate for the day.
9. OOT work assignments will be made by the appropriate supervisor of the work assignment, including but not limited to the Cleaning Supervisor, Grounds Supervisor, or VP for Administration or their designee. Supervisors are responsible for tracking and reporting hours worked.

10. The OOT work will end August 31, 2021, TC3 and the CSEA may agree to extend this date by mutual agreement.
11. Any alleged violation of this Agreement shall be grievable through the grievance procedure contained in the parties' Collective Bargaining Agreement.
12. Signatures obtained electronically via facsimile or .pdf format shall be acceptable as originals.
13. This Agreement is not intended to be precedent setting.

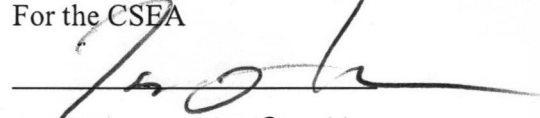
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the ____ day of June 2021.

For the College

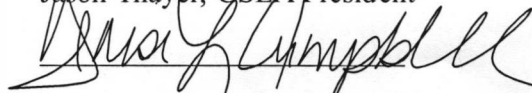


Dr. Orinithia Montague, President

For the CSEA



Jason Thayer, CSEA President



Denise L Campbell, CSEA LRS