

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 expires August 31, 2022 and;

WHEREAS, the Collective Bargaining Agreement is silent to out of title (OOT) work and;

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 and;

WHEREAS, TC3 and CSEA agree to extend this OOT work MOA through May 31, 2022 and;

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

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 work projects available to clerical titles to include Administrative Assistant Levels 1 through 4 (Receptionist, Secretary, Administrative Assistant).
2. Interested staff will have the opportunity to sign-up for OOT work.
3. Whenever possible the College will post work opportunities within five days of the commencement of work.
4. In cases where appointment to OOT work is made to individuals within the same permanent title who are qualified to complete the work, initial appointments will be based on seniority.
5. Staff who express an interest in the work assignment will be notified of the awarding of the OOT work assignment and will be expected to commit to the assignment after notification.
6. OOT and out of grade shall receive the wage rate of titled work for each hour they work out of title. (Example: Receptionist working as a Secretary)
7. Employees shall receive their existing shift differential pay when completing OOT work.
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 or assigned by the Director or their designee.
10. Supervisors are responsible for providing necessary equipment, training (including safety training and proper use of PPE), tracking and reporting hours worked.
11. Management will conduct assessment of the work performed and will provide feedback to employees where concerns need to be addressed. Assessment will focus on time for completion of the task and quality of the work performed. Management may elect to remove an OOT volunteer if the work performed does not repeatedly meet the time for completion or quality expected, only after adequate time for improvement upon initial assessment.
12. An employee may elect to discontinue their OOT work assignment with adequate notice to management.
13. CSEA reserves the right to readdress this agreement upon any staffing changes to positions.
14. Any alleged violation of this Agreement shall be grievable through the grievance procedure contained in the parties' Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the 9 day of May 2022.

For the College

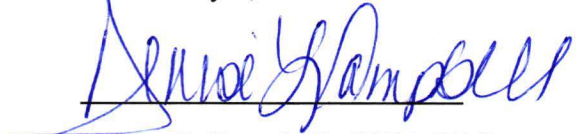


Dr. Paul Reifenheiser,
Administrator in Charge

For CSEA



Jason Thayer, CSEA President



Denise L Campbell, CSEA LRS