

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 on August 31, 2022 and;

WHEREAS, the Collective Bargaining Agreement is silent to work performed for the TC3 Foundation properties and;

WHEREAS, the TC3 Foundation properties include the TC3 Residence Halls and;

WHEREAS, TC3 and CSEA agree that CSEA employees work does not include work performed at the TC3 Foundation properties and;

WHEREAS, TC3 and CSEA agree to extend this Foundation work MOA through January 31, 2023;

WHEREAS, the parties are desirous of having an agreement in respect to CSEA Cleaners and Laborers working at the Residence Halls 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. Cleaners/Laborers may perform moving furniture, cleaning, painting, spackling, and sanding duties in the Residence Life Buildings.
2. Both parties agree that the work outlined in #1 is not exclusive work of the CSEA. The College will not have CSEA staff working along-side contracted employees or in occupied rooms.
3. The College will post the available work opportunity to all Cleaners/Laborers and management will select who will be assigned to the Foundation Properties based upon the title and seniority of the volunteers.
4. An employee may elect to discontinue their work assignment with adequate notice to management.
5. The College will compensate an additional \$1.50 per hour for work performed on the Foundation Properties.
6. In most cases, work assignments will be scheduled for a minimum of half-day shifts. Staff who are called back to their typical work assignment while working on Foundation Properties shall maintain their additional \$1.50 per hour rate for the day.
7. The duties will end January 31, 2023. TC3 and CSEA may agree to extend this date by mutual agreement.
8. Work completed on Foundation Properties shall not have any impact on annual evaluations for Cleaners/Laborers or their direct CSEA supervisors.
9. CSEA reserves the right to readdress this agreement upon any staffing changes to positions.

10. Any alleged violation of this Agreement shall be grievable through the grievance procedure contained in the parties' Collective Bargaining Agreement.
11. Signatures obtained electronically via facsimile or .pdf format shall be acceptable as originals.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the 9 day of ~~April~~ <sup>May</sup> 2022.

For the College

Paul Re

Dr. Paul Reifenheiser,  
Administrator in Charge

For CSEA

Jason Thayer

Jason Thayer, CSEA President

Denise L Campbell

Denise L Campbell, CSEA LRS