



# Excelsior

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## Stipulation of Agreement

I am very pleased to present to our members the stipulation of agreement we have come to with the County of Suffolk and the College. Your Negotiations Committee (Tom Breeden, George Tvelia, Lowell Kleiman, Randy Manning, Naomi Phelps, and Don Coscia) has worked very hard to bring negotiations to completion and I would like to take a moment to thank them for their dedication and support throughout this process.

One of the more difficult aspects of contract negotiations is the addition of new provisions. In this contract you will find a number of new provisions designed to improve our working conditions while also ensuring proper administrative coverage throughout the year.

I know it has taken quite a while to finalize this contract, but like all contract negotiations both sides need to be comfortable with each part of the agreement and this time it has taken a while to reach that level of comfort on both sides of the negotiating table. But it is the outcome that really counts, and in this case I am proud of what has been achieved.

According to the Guild Constitution the ratification process is as follows:

“The ratification meeting shall be held no sooner than 48 hours after formal presentation to the membership of the major contract provisions. The terms of any tentative agreement negotiated by the Negotiating Committee must be ratified by a majority of those attending a special meeting called for that purpose, and no quorum is required.”

The special meeting to vote on our contract will be held January 22, 2003 at 3:30 p.m. in T-109.

With your approval (and that of the Suffolk County Legislature), this agreement represents the end of this round of contract negotiations.

In Solidarity,

Tom

### In This Issue

Stipulation of Agreement Between the County of Suffolk and the Guild of Administrative Officers.

**STIPULATION OF AGREEMENT  
BETWEEN  
THE COUNTY OF SUFFOLK  
SUFFOLK COUNTY COMMUNITY COLLEGE  
AND  
THE GUILD OF ADMINISTRATIVE OFFICERS**

Stipulation of Agreement made and entered this        day of January, 2003 by and between the County of Suffolk and Suffolk County Community College and the Guild of Administrative Officers of Suffolk County Community College, subject to ratification by the parties.

1. **Term:** The collective bargaining agreement between the parties is hereby extended for a term of three (3) years from 9/1/02 up to and including 8/31/05 in all its terms and conditions except as specifically modified hereafter.

2. **Wages and Salary Schedules: (Guild Salary Plan)**

- Effective 9/1/02 - The full-time salary schedules shall be increased by 3% at each step, and the stipend schedule shall be increased by 3% at each level. One step shall be added at the top of each category on the management salary scale. Such new step will be the same percentage above the existing top step as the percentage difference between each step in the applicable category.

- Effective 9/1/03 – The full-time salary schedules shall be increased by 3% at each step, and the stipend schedule shall be increased by 3% at each level. One step shall be added at the top of each category on the management salary scale. Such new step will be the same percentage above the existing top step as the percentage difference between each step in the applicable category. One step shall be eliminated at the bottom of each category on the management salary scale.

- Effective 9/1/04 – The full-time salary schedules shall be increased by 3% at each step, and the stipend schedule shall be increased by 3% at each level. One step shall be added at the top of each category on the management salary scale. Such new step will be the same percentage above the existing top step as the percentage difference between each step in the applicable category.

- As per past practice, upon full ratification by the Guild membership and approval by the Board of Trustees, the Suffolk County Legislature and the County Executive the increase in faculty base pay, pursuant to the Faculty Association contract, as applicable, shall be implemented.

3. **Adjuncts: (Article II, 6.)**

- Effective 9/1/02 the adjunct rate schedule shall be increased by 3% at each level.

- Effective 9/1/03 the adjunct rate schedule shall be increased by 3% at each level.

- Effective 9/1/04 the adjunct rate schedule shall be increased by 3% at each level.

4. **Longevity: (Article IX, 1.)**

- Effective 9/1/02, the longevity schedule shall be increased to the following amounts:

Years of Service	Amount
10-14	\$ 850
15-19	\$1350
20-24	\$1850
25-29	\$2200
30+	\$2700

Within four (4) months after full ratification by the Guild membership and approval by the Board of Trustees, the Suffolk County Legislature and the County Executive, an additional amount will be paid in longevity, for one time only, calculated using the above schedule to determine the amount that would have been paid to eligible unit members based upon service accumulated as of 9/1/01 and subtracting the actual amount paid for the 01-02 year. This amount shall be paid to all eligible unit members on the payroll as of 9/1/02.

5. **Attendance at Conferences:**

Effective 9/1/02, the reimbursement amount shall be the same as the College provides for College full-time faculty.

6. **Professional Development and Retraining:**

Effective 9/1/02, the per credit rate of reimbursement will be increased to \$150/credit plus 75% of the tuition above that amount, and the reimbursement for books and software will be increased to \$250 per course.

7. Admission to Courses: (Article IX, 12.) (Effective 9/1/02)

- Full-time administrators shall be permitted two (2) courses per semester tuition reimbursement for SCCC courses. (12. a.)
- Spouses and dependents of full-time administrators shall be permitted thirty (30) credit hours per year tuition reimbursement for SCCC courses. (12. b.)

8. Workers' Compensation (New) (Effective upon full execution )

- Temporary special or lesser duty may be assigned an administrator who has incurred an illness or injury (mental or physical) as a result of the performance of his/her duties.
- If the administrator's treating physician and the County doctor do not agree on the administrator's ability to perform a special, lesser or full duty assignment, a third party medical group shall be utilized to determine the administrator's capability.
- The designated third party medical group shall be St. Charles Hospital and Rehabilitation Center.
- The examining physician shall receive all records and reports and other clinical evidence as the parties deem relevant to have an objective determination rendered. Such records shall be vetted by representatives of both parties.

9. Disciplinary Procedures (New) (Effective upon full execution )

- An administrator shall be notified in writing of the charges of the disciplinary action against him/her with a copy to the Guild President.
- A meeting within fifteen (15) days of notice shall take place between the administrator and the appropriate supervisor to discuss the charges.
- An administrator shall have thirty (30) days from the date of the meeting when charges are discussed to file a grievance at Stage 3.
- Each side shall appoint one member and the two members shall mutually agree upon an impartial to form a three member board to hear each just cause arbitration. The members appointed by each side shall receive no additional compensation for this service. The parties shall share the cost of the impartial. If the parties fail to agree on the impartial within 10 calendar days of the grievance being filed, the impartial selection procedure of the American Arbitration Association will be invoked.
- The hearing of the board shall be scheduled so as to be concluded within 60 days of the filing of the grievance, unless mutually extended.
- No full time administrator who has been awarded continuing employment (or has served passed his/her 5th anniversary) may be disciplined except for just cause.
- Discipline, for purposes of this provision, shall be defined as reprimand or other loss of contractual right. Suspension with or without pay, or termination shall continue to be handled under existing contractual procedures.
- The burden of proof that discipline is for just cause shall rest with the employer.
- The foregoing provisions shall not apply if the discipline carried out is as per the recommendation of the sexual harassment grievance committee or the racial discrimination grievance committee, in which case all heretofore existing contractual provisions shall govern.

10. Abandonment: (New) (Effective upon full execution)

- Any full-time administrator absent from work without notice to the appropriate college administrator for ten (10) consecutive calendar days shall be deemed to be absent without authorization. Upon the conclusion of such ten (10) day period, the College is authorized to send a notice of abandonment by certified mail return receipt requested to the address of record for such administrator.
- If after notice from the College, the administrator has not provided the College with documentation or an explanation for such absence and an expected date of return within ten (10) calendar days from date of mailing the notice, the administrator will be terminated upon the tenth day.
- Under extraordinary or extenuating circumstances, the College may review and accept an appeal to reverse such termination by which the administrator shall have the burden to establish that it was not possible for him/her to notify the College of his/her absences. Such decision shall not be subject to the grievance procedure.
- Insofar as the foregoing procedure shall be applicable, all other dispute resolution mechanisms within this contract shall be superceded.

11. Printing of Contract: (New)

This shall be done by the County within six (6) months of legislative approval.

12. **Early Retirement Incentive: (new)**

- Not later than April 2003, the parties shall meet for meaningful discussions on the feasibility of a local early retirement incentive similar to previous local contractual retirement incentives.
- Such incentive, if feasible, to be implemented after April 2003.
- Any disagreement or dispute hereunder shall not be subject to contractual or legal dispute resolution mechanisms, e.g. grievance, PERB.

13. **Day Overload (Article III, 3. 2nd paragraph) (Effective the first full semester following ratification)**

Ten month administrators will be permitted one day overload (with day overload construed to be the modules between 9:30 A.M. and 4 P.M.) on days when no teaching duties are assigned, unless the Dean of Faculty waives this limitation. In the event it is waived, there shall be no back-to-back teaching.

14. **Notice of Termination: (incorporate grievance settlement into CBA)**

- Twelve (12) month Guild members, prior to the first anniversary date, will be entitled to receive ninety (90) days advanced written notice of any termination of his or her employment, except in the case where such employee is charged with personal misconduct.
- Twelve (12) month Guild members will be entitled to receive one hundred fifty (150) days advanced written notice of any termination of his or her employment to be effective prior to the fifth anniversary date, unless there are two negative B5s or other mutually agreed upon assessment instruments placed in the employee's personnel file no less than sixty (60) days apart, the B5 reports explicitly advising the employee that he or she is receiving a negative evaluation, in which case the employee will be entitled to only sixty (60) days advanced written notice. This provision shall not apply where the employee is charged with personal misconduct.
- Where a probationary Guild member is charged with personal misconduct, he or she may be suspended without pay upon receipt of notice of charges, and shall be given an opportunity, within thirty (30) days thereof, to be heard with Guild representation by the College President. If after this hearing, if so requested, the President dismisses the charges and reinstates that employee, the employee shall be entitled to back pay. If the President finds reasonable cause, the termination shall be final. The written determination of the President shall be deemed final and shall not be grievable or subject to arbitration.
- No abolition of a position or termination of employment may become effective until such time as the College fully complies with the above enumerated notice and/or hearing requirements.

15. **Termination: (Article X, 7) (Effective upon full execution )**

In the event of a termination of an administrator who has served at least three (3) years but not more than five (5) years, the administrator shall have the right to submit a position paper to the Board of Trustees within 30 days of the notice of termination, and such position paper shall be acknowledged by the Board.

16. **Academic Chair Work Year: (Article III, 3.) (Effective beginning with the 03-04 academic year)**

The work year shall begin ten (10) week days (excluding holidays) immediately preceding the first day of scheduled classes, and shall end the number of week days prior to June 15 that is equivalent to the number of week days scheduled prior to August 31. The Guild will be informed of these dates on the annual holiday schedule notification.

17. **Academic Chair Workload: (Article III, 3.)**

This clarifies that the reduced office hours received in exchange for additional classes taught will apply only while classes are in session, and at all other times there will be no reduction in office hours. Further, in the event office hours are permitted to be scheduled over four days and are so scheduled, the Academic Chair will be required to be in attendance on a day on which no duties are pre-scheduled if directed due to the need to perform an observation or to participate in a special meeting. It would not be expected that this would occur more than two or three times a semester.

For the spring 2003 semester only, if additional office hours are justified by the Academic Chair and authorized by the Dean of Faculty, the Academic Chair

may, upon performing such additional time, accumulate flex time that may not exceed five (5) days (inclusive of any days accumulated under provision 20 below). Such flex time must be used within the current academic year and cannot be used before commencement.

18. **Assistant Academic Chair Workload: (Article III, 3.) (Effective beginning with the 03-04 academic year)**

Assistant Academic Chairs in seven (7) departments shall be released from two (2) course sections per semester. By mutual agreement of the college president and the Guild president this number may be amended.

Assistant Academic Chairs who are actually granted two (2) released course sections for the spring semester shall be obligated to work the five (5) week days preceding the start of the Spring semester, and, if granted two (2) released course sections for the fall semester, upon request of the Academic Chair, will work up to five (5) additional days preceding the start of the Fall semester.

Any Assistant Academic Chair released from more than one section per semester shall schedule office hours on the basis of an additional two office hours for each one contact hour of reduced teaching load.

19. **Evening Coverage: (New) (Effective beginning with the 03-04 academic year unless earlier instituted by agreement of the parties)**

- Evening coverage on the three campuses will be provided on Monday through Thursday evenings, until 8:30 P.M., without additional compensation.

- The assistant and associate deans and appropriate directors in the student affairs and academic affairs areas will provide such coverage and will have the choice of adjusting their hours on the day of the evening assignment or another day, or of taking one day off for two evenings covered. Such day off shall be with the approval of the dean and shall be taken within two weeks following the evening assignment. For good cause, the executive dean may permit the accrual of up to five (5) flex days.

- Academic chairs may volunteer to perform evening coverage by making an irrevocable election to do so by June 1 of each year for the following academic year. Any such volunteer will be assigned at least 10 but not more than 20 evenings. The academic chairs shall adjust his/her hours on the day of the evening assignment or on another day within two weeks following the evening assignment. Alternatively, for up to ten of the evening assignments performed, the academic chair may accumulate flex time. Such flex time must be used within the current academic year in which they were accrued upon the approval of the executive dean. Flex time cannot be used during the time of a scheduled class and cannot be used during periods of priority registration or the two weeks prior to the start of the semester or the first two weeks after the start of the semester.

20. **Vacations: (Article IV, 2.)(based on a memorandum of agreement)**

Any unused vacation days shall be carried from year to year (on an academic year basis) except that in no event shall more than sixty (60) days be carried over to the succeeding year. Payment upon termination shall not exceed sixty (60) days.

21. **Salary: (Article II, 1.) (Effective upon ratification)**

The president shall determine step placement, subject to review by the Board of Trustees, without restriction on the step number.

22. **Preamble:**

This unit represents the managers and supervisors of Suffolk County Community College, other than those exempt by law from collective bargaining, who are responsible for serving the mission of the College under the general direction of the Board of Trustees and the President. It is understood and expected that members of the Guild shall strive to further the best interests of the institution taking a leadership role in achieving excellence in fulfilling learning objectives, as well as seeking to improve the administrative services within the College. It is expected that Guild personnel will provide administrative services at the College to complete their professional and administrative responsibilities. Management personnel, while employed in a nominal 35-hour work week commitment, recognize and accept the notion that management positions are task and goal oriented. Such tasks include, but are not limited to, curriculum development, recruitment, development of partnerships and serving in an advisory capacity.

Academic Chairs – The Academic Chairs are administrators who perform the key role of academic and administrative leader for the programs within the assigned department. This function implies a commitment and obligation to serve the needs of those programs within the overall interests of the College. The Academic Chairs recognize their responsibility for furthering the viability of the departmental offerings and being an active participant in the management team.

Dated: \_\_\_\_\_

Agreed:

GUILD OF ADMINISTRATIVE  
OFFICERS

SUFFOLK COUNTY COMMUNITY  
COLLEGE

\_\_\_\_\_  
Thomas Breeden, President

\_\_\_\_\_  
Steven Schrier, Vice President

COUNTY OF SUFFOLK

\_\_\_\_\_  
Jeffrey Tempera, Director  
Office of the County Executive  
Labor Relations

## Excelsior

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