



AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK

and

THE GUILD OF ADMINISTRATIVE OFFICER'S

of

SUFFOLK COUNTY COMMUNITY COLLEGE

September 1, 2005

through

August 31, 2011



TABLE OF CONTENTS

ARTICLE I - Recognition.....	1
ARTICLE II - Salary.....	3
ARTICLE III - Conditions of Employment.....	6
ARTICLE IV - Vacations.....	9
ARTICLE V - Paid Holidays.....	10
ARTICLE VI - Insurance.....	10
ARTICLE VII - Paid Leaves.....	11
ARTICLE VIII - Unpaid Leaves.....	15
ARTICLE IX - Other Benefits.....	15
ARTICLE X - Administrative Status.....	20
ARTICLE XI - Legal Protection.....	23
ARTICLE XII - Meetings.....	23
ARTICLE XIII - Grievance & Arbitration Procedures.....	24
ARTICLE XIV - Rights of the Administration.....	26
ARTICLE XV - Legislative Action.....	27
ARTICLE XVI - Terms of Agreement.....	28
APPENDIX A - Salary Charts (Hired after July 14, 1999).....	29
APPENDIX B - Schedule of Stipends.....	33
APPENDIX C - Procedures for Disability Income.....	34
APPENDIX D - Lag Payroll MOA.....	38
APPENDIX E - Stipulation of Agreements.....	40
INDEX.....	I

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 unit personnel will provide administrative services at the College to complete their professional and administrative responsibilities. Management personnel, while employed in a minimal 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.

AGREEMENT, made and entered into this 24th day of August 2006, incorporating the terms of the Stipulation of Agreement dated August 24, 2006, the Stipulation of Agreement dated January 21, 2003, the Stipulation of Agreement dated July 31, 2000 and the Stipulation of Agreement dated April 14, 1999, by and between THE COUNTY OF SUFFOLK ("the County")

and

THE GUILD OF ADMINISTRATIVE OFFICERS OF SUFFOLK COUNTY COMMUNITY COLLEGE ("the Guild").

ARTICLE I

RECOGNITION

The Guild of Administrative Officers of Suffolk County Community College has been recognized as the exclusive representative of County employees within the negotiation unit designated Unit IV by County Legislation in Resolution No. 187-1970. Unit IV includes the following:

Group

A

College Associate Dean

Accreditation & Institutional Assessment
Computer & Information Services
Continuing Education
Curriculum & Assessment
Educational Resources
Educational Resources (Riverhead)
Enterprise Resource Planning
Faculty Professional Advancement
Financial Affairs
General Education
Institutional Advancement
Institutional Effectiveness
Nursing
Planning & Master Schedule
Student Success

College Dean of Faculty/Executive Associate Dean

B

Campus Associate Dean

Academic Affairs
Student Services

Administrative Director

Capital Projects

Campus Head Librarian

C

College Assistant Dean

Corporate Training & Cooperative Education
Faculty Professional Advancement
Grants Development

College Director

Academic & Community Partnerships

Culinary Arts Program
Development & Alumni Affairs
Enrollment Information
Financial Aid
Publications
Theatre

Associate Head Librarian

College Registrar

D **College Director**
Educational Opportunity Programs
English as a Second Language
Security & Fire Safety

E **Campus Assistant Dean**
Instruction

F **College Associate Director**
Admissions
Computer Center
Computer Support Services
Financial

Campus Director

Athletics
Automotive Technology
Business Affairs
Career & Transfer Services
College Success Program
Computer Center - Applications &
Development
Construction
Counseling & Special Services
Enrollment Services
Facilities
Financial Aid
Instructional Support Services
Student Activities

G **College Assistant Director**
Educational Opportunity

H **College Coordinator**
Multi-Cultural Affairs

Campus Assistant Director

Admissions
Counseling, Advising & Testing
Counseling & Special Services
Financial Aid
Physical Plant

I **Campus Coordinator**
Programs & Facilities
Special Programs

J **Academic Chairs**

K **Assistant Academic Chairs**

Note: The titles Division Chair, Department Head and Assistant Department Head are currently not in use, however, should they be reinstated, they shall remain Bargaining Unit IV members.

The Guild has been extended all rights accompanying recognition in accordance with Section 208 of the Public Employment Relations Act.

The Guild hereby affirms that it does not assert the right to strike, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II

SALARY

1. Salaries for employees covered by this Agreement shall be based upon the employee's 10-month faculty salary for his/her academic or administrative rank, whichever is greater, and years of service as set forth in Appendix A of the negotiation agreement between the County and the Faculty Association of Suffolk County Community College.

2. In addition to this 10-month faculty salary, employees shall receive an annual stipend as set forth in Appendix B "Schedule of Stipends" of this Agreement.

3. Eligible employees shall also receive a promotion bonus in accordance with Appendix A(11) of the Faculty Association Agreement.

4. All persons entering the Guild, into a 12 month title after July 14, 1999 shall be compensated according to the new Guild Salary Schedule (Appendix A). Step placement shall guarantee a minimum salary increase of 5% for those current Guild members electing the new salary schedule as described above. On September 1, 2000, and each subsequent September 1, all employees with more than six months of service shall have their step determined by taking their original step and adding one step.

When moving from a category to the next higher category in Appendix A, employees shall remain in the same numeric step, e.g., a category IV, Step 6, if promoted to category III, shall be placed at Step 6.

Promotions that involve a move of greater than one category (i.e. from Category IV to Category II or I or from Category III to Category I), the College will place such individual into the step in the new category (promotion) providing a salary equal to the next higher category (the same numeric step the individual held prior to the promotion in the next higher category). If the salary upon promotion is not equal to the salary step in the next higher category, the individual will be placed in the next step in the promotional category that provides an increase over the salary the individual would have received upon promotion to the next higher category.

The President shall determine the step placement of new hires, subject to review by the Board of Trustees, without

restriction on the step number.

5. Effective September 1, 2005, the full-time salary schedules shall be increased by 2% at each step, and the stipend schedule shall be increased by 2% at each level.

Effective September 1, 2006, the full-time salary schedules shall be increased by 2.75% at each step, and the stipend schedule shall be increased by 2.75% at each level.

Effective September 1, 2007, the full-time salary schedules shall be increased by 2.85% at each step, and the stipend schedule shall be increased by 2.85% at each level.

Effective September 1, 2008, the full-time salary schedules shall be increased by 2.95% at each step, and the stipend schedule shall be increased by 2.95% at each level.

Effective September 1, 2009, the full-time salary schedules shall be increased by 2.95% at each step, and the stipend schedule shall be increased by 2.95% at each level.

Effective September 1, 2010, 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.

As per past practice, effective October 20, 2006, the increase in faculty base pay, including the Excellence in Education Stipend if eligible, pursuant to the Faculty Association Agreement, as applicable, shall be implemented.

Effective September 1, 2006, any employee in a 12-month title who is receiving salary based on a faculty base pay plus stipend will be permitted a one time option to move to the appropriate category and step on the Guild Salary Plan. This option must be elected no later than December 31, 2006. Thereafter, there shall be no movement between the two salary plans.

6. **Day Overload** - Full-time employees, whether or not in this Unit, shall be given first priority in evening, intersession, and summer teaching assignments, except where the College has the opportunity to employ persons who have special qualifications not possessed by College personnel. Employees may teach three paid overload courses or eight overload hours, whichever is less, each semester, of which not more than one course or four overload hours, whichever is greater, shall be day overload assignments. An exception to the one course maximum for day overload shall be granted for a qualified employee who chooses to teach one OS 15 course on a day overload basis in addition to one day overload course in his/her discipline.

The one day overload course assignment or the total number of credits assigned when the option to teach OS 15 is exercised shall not be more than five contact hours. Employees may teach a maximum of 24 overload hours during the academic year (fall and spring semesters) and summer session. The summer session assignment period shall consist of the intersession period between the fall and spring semesters and the sessions conducted between the end of the spring semester of one academic year and the fall semester of the new academic year. Assignments

shall be based upon seniority as defined in Article IV(M) of the Faculty Association Agreement.

Employees shall be permitted to request daytime (9:15 a.m. to 4 p.m.) overload teaching assignments in accordance with the duties performed in a supervisory or administrative capacity in connection with the evening program of the College. This opportunity is extended to all employees when day overload is assigned by the Dean of Instruction with the approval of the Executive Vice President

Effective January 1, 2007, no employee shall teach overload between the hours of 9:30 a.m. and 4 p.m. on Wednesday and Friday. Employees will continue to perform administrative functions and/or attend meetings as directed by the College on these days. This is subject to change at the sole discretion of the College as long as notice is given to the Guild President at least 30 days prior to the start of the semester in writing. In addition, the Vice President for Academic and Student Affairs may authorize, in writing, employees to teach overload during these hours when it is in the best interest of the College.

7. Administrative Overload - Campus duty assigned as overload shall be compensated as administrative overload as stated in Article II(9). Assignment modules will be determined in the discretion of the Executive Dean/Campus CEO; such modules may be split upon his/her approval.

The qualifications for campus duty officer positions shall be as follows, subject to revision by the Vice President for Academic and Student Affairs: academic or student services supervisory experience; ability to advise students on matters of course selection and other matters; experience supervising professional and clerical staff; ability to exercise good judgment and to handle crises; familiarity with the campus and its procedures.

8. Evening Coverage

(a) Evening coverage on the three campuses will be provided on Monday through Thursday evenings, until 8:30 p.m., without additional compensation

(b) 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 Executive Dean/Campus CEO and shall be taken within two weeks following the evening assignment. For good cause, the Executive Dean/Campus CEO may permit the accrual of up to five flex days.

(c) 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 10 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 it was accrued upon the approval of the Executive Dean/Campus CEO. 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.

9. Adjunct Administrative Salaries

Effective September 1, 2005, the adjunct rate schedule will be increased by 2% at each level.

Effective September 1, 2006, the adjunct rate schedule will be increased by 2.75% at each level.

Effective September 1, 2007, the adjunct rate schedule will be increased by 2.85% at each level.

Effective September 1, 2008, the adjunct rate schedule will be increased by 2.95% at each level.

Effective September 1, 2009, the adjunct rate schedule will be increased by 2.95% at each level.

Effective September 1, 2010, the adjunct rate schedule will be increased by 3% at each level.

<u>TITLE</u>	<u>9/1/05</u>	<u>9/1/06</u>	<u>9/1/07</u>	<u>9/1/08</u>	<u>9/1/09</u>	<u>9/1/10</u>
Admin. I	\$51.14	\$52.55	\$54.05	\$55.64	\$57.28	\$59.00
Admin. II	59.13	60.76	62.49	64.33	66.23	68.22
Admin. III	67.09	68.93	70.89	72.98	75.13	77.38

NOTE: Divide hourly rate by 1.5 hours
 1 credit hour = 750 minutes 750/60 = 12.5

10. Excellence in Administration Stipend - Effective September 1, 2007, any employee on the full-time Guild Salary Schedule who on September 1, 2007 reached and completed one year of service at the maximum increment shall be eligible for an excellence in administration stipend in the amount of \$3,956 to be paid in equal bi-weekly amounts as part of regular salary. The stipends will be increased each year thereafter by the same percentage as the salary increase for the full-time Guild Salary Schedule.

11. Emergency Assignments - Emergency assignments for 12-month employees in the following titles shall be paid on an adjunct/overload hourly rate: Administrative Director of Facilities, Assistant Director of Physical Plant, Director of Security & Fire Safety, Administrative Director of Capital Projects, Director of Plant Operations for Construction Compliance, College Director of Networking & Telecommunications, Associate Director of Computer Center and Associate Director of Computer Support Services. An emergency shall be unscheduled and unanticipated work between the hours of 7 p.m. and 7 a.m., Monday to Friday, or unscheduled and unanticipated weekend work. The above applies to the listed positions only and shall only be extended to additional titles upon the written approval of the parties.

12. Building Administrators - Effective September 1, 2006, employees who serve as Building Administrators shall receive one

overload credit hour per academic year. The College will prepare a job description for Building Administrators and Building Administrators will be required to complete a monthly status form prepared by the College.

ARTICLE III

CONDITIONS OF EMPLOYMENT

1. Academic Chairs and Assistant Academic Chairs are appointed by, and serve indefinite terms at the pleasure of, the College President. The Academic Chair is modeled upon, but not identical to, the former position of Division Chair.

2. Academic Chair

(a) Academic Chair Work Year - The Academic Chair shall have a work year beginning 10 weekdays (excluding holidays) immediately preceding the first day of scheduled classes, and shall end the number of weekdays prior to June 30 that is equivalent to the number of weekdays scheduled prior to August 31. The Guild will be informed of these dates on the annual holiday schedule notification. Christmas recess, as scheduled in the College academic calendar, shall be non-working time which shall extend through, but not include, the 10 weekdays preceding the spring semester startup; spring recess, as scheduled in the annual academic calendar, shall be a non-work period (Note: "N" days shall be coded for attendance card purposes). The Academic Chair shall teach one course section per semester of three to five contact hours as part of regular workload, except that an additional course assignment may be made when deemed necessary by the Executive Dean/Campus CEO. In these cases, office hour time shall be reduced by two clock hours for each course contact hour. When the Academic Chair teaches a second course as part of regular load, the Chair may schedule the rest of the remaining office/administrative hours over four days.

(b) Academic Chair Workweek - The workweek for Academic Chairs shall also include 30 office/administrative hours per week scheduled between the hours of 8 a.m. to 6 p.m. over the five weekdays; these hours are subject to the approval of the Campus Associate Dean of Academic Affairs. Day overload shall be permitted during open time blocks in the approved work schedule so long as at least one-half hour between 11 a.m. and 2 p.m. remains free as a lunch period; such day overload shall be limited to no more than one course section per semester. Academic Chairs and Assistant Academic Chairs 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, except as provided below, unless the Executive Dean/Campus CEO waives this limitation. In the event it is waived, there shall be no back-to-back teaching. This provision shall also apply to the intersession and five-week day summer session.

(c) Academic Chair Workload - 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 prescheduled 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.

(d) Academic Chair Regular Load - For the 2007 Spring Semester, Academic Chairs shall make a best effort to avoid teaching regular load between the hours of 9:30 a.m. and 4 p.m. on Wednesday and Friday; i.e., they shall try not to assign themselves to teach during those hours.

Effective September 1, 2007, Academic Chairs shall not teach regular load between the hours of 9:30 a.m. and 4 p.m. on Wednesday and Friday. Employees will continue to perform administrative functions and/or attend meetings as directed by the College on these days. This is subject to change at the sole discretion of the College as long as notice is given to the Guild President at least 30 days prior to the start of the semester in writing. In addition, the Vice President for Academic and Student Affairs may authorize, in writing, Academic Chairs to teach regular load during these hours when it is the best interest of the College.

3. Assistant Academic Chair

(a) Assistant Academic Chair Workweek & Work Year - The Assistant Academic Chair shall have a work year consistent with the annual academic calendar followed by teaching faculty except that the five weekdays preceding the start of fall semester day classes shall be included as part of the compensated work year. The Assistant Chairs shall schedule 12 office/administrative hours per workweek equitably spread over not less than four days per week and subject to the approval of the respective Academic Chair; they also shall be released from one course section per semester from the standard teaching load. Additional release time may be authorized by the Executive Dean/Campus CEO when justifiable by exceptionally heavy workload and with the approval of the Vice President for Academic and Student Affairs.

(b) Assistant Academic Chair Workload - Assistant Academic Chairs in seven departments shall be released from two 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 released course sections for the spring semester shall be obligated to work the five weekdays preceding the start of the Spring semester, and, if granted two released course sections for the fall semester, upon request of the Academic Chair, will work up to five 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. Day overload shall be permitted during periods not in conflict with scheduled office hours.

4. Stipends: Academic Chair & Assistant Academic Chair - The stipend for Academic Chairs shall be at the "J" level and Assistant Academic Chairs shall be at the "K" level of Appendix B, "Schedule of Stipends". Stipends and release time together shall be deemed to provide compensation for responsibilities related to supervision of day, evening and weekend programs.

5. Discipline Seniority - The academic department shall hold an election for Academic Chair and Assistant Academic Chair vacancies and shall forward two names to the President, of those who shall be deemed nominated for the position with the number of votes received by each. At his/her discretion, the President may recommend one of these individuals for appointment by Board of Trustees in accordance with Article IV, Section H(5) of the Faculty Association Contract.

All prior rights and privileges as enjoyed by Department Heads and Assistant Department Heads shall accrue to Academic Chairs and Assistant Academic Chairs excepting the formulas for reassigned time.

Effective October 20, 2006, the Academic Department shall hold an election for Academic Chair and Assistant Academic Chair vacancies and shall forward two names to the President of those who shall be deemed nominated for the position with the number of votes received by each. At his/her discretion, the President may appoint one of these individuals, may appoint a different individual from the Department or may directly hire an individual not currently employed by the College for the position. Similarly, if no one is nominated by the Academic Department, the President may appoint an individual from the Department or may directly hire an individual for the position not currently employed by the College.

All prior contractual rights and privileges as enjoyed by Department Heads and Assistant Department Heads shall continue to accrue to Academic Chairs and Assistant Academic Chairs (excepting the formulas for reassigned time). Discipline seniority for Academic Chairs and Assistant Academic Chairs shall continue or begin to accrue (in the case where a Chair or Assistant Chair is appointed or hired) once the individual stands for election for the position of Chair or Assistant Chair. In the event that an individual is appointed or hired, the election shall be held no sooner than the end of the semester in which the individual assumed the position of Academic Chair or Assistant Academic Chair and no later than one year after the individual assumed the position. Such rights and privileges shall be retained or begin to be accrued by the individual as long as the individual stands for election regardless of whether the President then appoints the individual to the Academic Chair or Assistant Academic Chair after such election. Individuals who are not appointed shall continue their employ as a member of the Faculty Unit.

6. Flexible Work Schedule - All employees shall be entitled to elect to do their normal duties during nine out of the normal 10 regular weekdays, in any two-week period throughout the year, so long as the total number of hours worked remains the same. The scheduling of the flextime shall be subject to the approval of the appropriate Executive Dean/Campus CEO or Vice President and the needs of the College shall be primary in scheduling and in any change of schedule. The charge of accruals for absence shall be based upon the scheduled hours for the day.

ARTICLE IV

VACATIONS

1. (a) In accordance with the academic calendar, Academic Chairs and Assistant Academic Chairs shall receive the same vacations as afforded to members of the teaching faculty.

(b) Definitions:

Academic Unit - Academic Chairs serve under the Campus Associate Deans of Academic Affairs at each campus.

On Call - Be at a designated phone number between the hours 9 a.m. and 4 p.m. to resolve student waiver and prerequisite issues, and to arrange staffing for classes and make decisions concerning sections. If necessary report to the campus should the circumstances warrant.

2. (a) All 12-month employees shall receive 23 vacation days per year. In addition, these employees shall receive seven additional vacation days per year representing approximately one-half of the vacation days granted teaching faculty members during Christmas and Spring recesses. These additional days shall normally be taken during these two recess periods.

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

3. It is agreed that vacation leave will be granted so as to permit all 12-month employees at least two consecutive weeks of leave per year and that every effort will be made as to assure that every 12-month employee receives his/her full vacation leave during each year. In the event that any situation makes it impossible for the College and/or employee to schedule the full leave in one year, the employee will be permitted to accumulate that unused leave time and to receive such leave during the following year in addition to his/her normal vacation entitlement for that year. A written request to carry over such time shall not be required.

4. In the case of death, the beneficiary will receive payment in compensation for any unused authorized vacation time.

ARTICLE V

PAID HOLIDAYS

1. Academic Chairs and Assistant Academic Chairs shall receive all of the paid holidays set forth in the academic calendar as are granted to teaching faculty.

2. All other Guild employees shall receive 13 paid holidays each year as mutually agreed by the parties by June 30th of each year.

3. In addition to the above holidays, 12-month employees shall be afforded a paid holiday on any day that the County Executive declares to be a non-working day for the majority of other County employees. Ten-month employees shall be excused from duty on days when classes are canceled for inclement weather or other emergency conditions, unless specifically required by the Executive Dean/Campus CEO to carry out assigned responsibility on that day.

4. In the event that any of the agreed upon holidays is not a holiday for College Civil Service employees, the usual administrative duties where required shall be performed on that day and a compensatory day shall be afforded the administrative employees.

ARTICLE VI

INSURANCE

1. "The Master SCEMHP Agreement" is hereby incorporated by reference.

2. (a) **Workers' Compensation** - The College will provide Workers' Compensation coverage as required by State Law.

(b) **Light Duty**

(1) 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.

(2) 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.

(3) The designated third party medical group shall be Rehabilitation Medicine Associates (RMA).

(4) 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.

3. **Long Term Disability** - Full-time employees who suffer from non-job related illnesses shall be entitled to Long Term Disability. The long term disability benefits will commence after 90 consecutive days of disability during which period accruals shall be applied. The benefit to be paid shall be 2/3 of the employee's annual pay up to a maximum of \$450 per week for a period of up to two years. Employees may apply accruals to supplement disability pay up to full salary. (See detailed procedure in Appendix C).

4. **Benefit Fund**

(a) All full-time employees shall receive dental and other benefits through the Suffolk County Faculty Association Benefit Fund Plan in accordance with the rules and regulations of the Fund.

(b) The County contribution to the Fund will be at the

same rate as that contributed per person on behalf of the Faculty Association unit members.

5. **Death Benefit** - The County will ensure that each full-time employee covered by retirement plans will have a death benefit of at least \$50,000, so that where a retirement or pension plan paid by the County provides less than a \$50,000 death benefit, the County will provide the difference between the amount paid and \$50,000.

6. **Employee Assistance Program** - The County will provide an Employee Assistance Program (EAP) to cover employees and their families. The program will either be independent or part of the relevant Benefit Fund outlined in Article VI 5(a) and 5(b).

ARTICLE VII

PAID LEAVES

1. (a) **Sick Leave** - At the beginning of each school year, each employee shall be credited with a 13 day sick leave allowance (effective September 1, 2006, 10 day sick leave allowance) to be used for absences caused by illness or physical disability of the employee. The unused portion of the allowance shall accumulate indefinitely, and shall be paid for upon retirement or death, at the rate of one day to be paid for every two days accumulated up to a total of 180 days paid for 360 days accumulated. Effective September 1, 2008, the maximum pay out for unused sick leave shall be reduced to 175 days paid out of a maximum of 350 days accumulated. Any unused accumulated sick leave over these limits shall be deemed forfeited upon the employee's retirement notwithstanding that he/she may subsequently be rehired.

(b) Medical documentation must be provided by any employee who has been on sick leave for 10 or more days.

(c) **Family Illness** - Employees shall be eligible to use up to five of their sick days per year for an illness in the employee's immediate family (spouse, child, stepchild, parent, legal guardian, siblings) regardless of the residence or for any relative living within the employee's household.

(d) The calculation of the daily rate for purposes of the payment of the accrued time shall be based upon 1/210 of the annual rate.

2. **Extended Sick Leave** - In addition to the above sick leave allowance, employees shall, after using all accumulated sick leave, be paid for absences due to illnesses exceeding 20 days on the basis of one pay period at one-half pay for each full year of continuous service with the College. The career aggregate of extended pay periods shall not exceed the number of years of service. However, any employee who has exhausted his/her sick days and extended pay periods benefits will be entitled to a minimum of one pay period at one-half pay after additional period of illness exceeds 20 days provided this additional period of illness is separated from any previous benefit period by at least 90 days.

3. Compassionate Leave - On a case-by-case basis, as approved by the Guild and the County, a Guild member shall be permitted to contribute his/her unused sick days to another Guild member on a catastrophic sick leave who has exhausted his/her accumulated time.

Guidelines for contributions under this provision are as follows:

(a) A catastrophic illness shall be defined as an illness of grave medical seriousness.

(b) Any Guild member is eligible to receive or contribute sick days under this provision.

(c) Contribution of sick time by a Guild member shall be totally voluntary.

(d) Sick days shall be exchanged under this provision at the rate of one sick day contributed for one sick day received regardless of the rank or the step of either the contributing or receiving Guild member.

(e) Once a situation has been identified, the College will notify all Guild members of the name and approximate number of days needed by the Guild member as well as the date when contributions should be made.

(f) In the event that a Guild member on catastrophic sick leave exhausts the initial pool of contributed sick days, the Guild and the County may approve an additional call(s) for sick day contributions. Subsequent catastrophic sick day pools shall be governed by the same procedures as the initial pool.

(g) When a particular case has been approved, the College will then set up a "pool" of contributed sick days to be used solely by the Guild member to whom they were donated. The Guild member will be notified of the total number of sick days made available to him or her under this provision. In setting up a catastrophic sick leave pool, the College shall keep a confidential record of the names of Guild contributors, the number of days each contributes, and the date on which the contributions are made. The College will make every attempt to charge contributed time equally among the contributors. For example, no one faculty member will be charged two days of his/her contributed time before all contributors are charged one day. Likewise, if contributed days are to be returned, the College will make every attempt to return unused contributed sick days on an equal basis.

The procedures for this return procedure shall take into consideration the total amount of sick days contributed by a Guild member in a particular case, the date(s) of the contribution(s) and the total number of contributed days left.

(h) Records of sick day contributions and disbursal shall be considered confidential, but the Guild has the right to review the records.

(i) A Guild member may receive contributed time only as he/she needs it to continue as an active employee while he/she is on catastrophic sick leave or until he/she is determined no

longer eligible under this provision.

(j) A Guild member who receives contributions under this plan shall not receive salary in excess of what he/she would have received as base salary had he/she not been on catastrophic sick leave. A Guild member is not entitled to use contributed time after he/she returns to work from the extended sick leave or for his/her personal advantage other than intended in this provision.

(k) Matters relating to the catastrophic sick leave pool provision shall not be subject to Article XIII of this Agreement.

4. **Personal Leave** - Upon prior notification, paid leave up to five days (four days for 10-month employees) per year shall be permitted for matters which cannot be cared for during times when an employee is normally off campus. The employee shall make the sole determination of the use of personal leave days. Unused personal days at the end of each year shall be converted to accumulated sick days. Upon the death of any employee, payments shall be made for any unused personal time remaining.

5. **Leaves, in General** - Employees covered by this Agreement shall be granted the same other paid leaves as are granted to members of the faculty under the provisions of the Faculty Association Agreement.

6. **Bereavement Leave** - An employee shall be granted four calendar days leave of absence with full pay to be used in the event of death in an employee's immediate family (parent, sibling, child, spouse or legal guardian). In the case of other family members, two leave days will be granted at the discretion of the administration. Employees are expected to notify their supervisor as soon as possible. Effective October 20, 2006, in addition, the Director of Labor Relations, in his/her sole non-reviewable discretion, may grant bereavement leave for any other permanent member of the employee's household.

7. **Sabbatical Leaves** - Employees covered by this Agreement shall be eligible for a sabbatical leave after six years of continuous service at the College and shall become eligible for subsequent sabbatical leaves after each subsequent six year period of continuous full-time service at the College. Subsequent sabbatical leaves shall not occur at less than four year intervals. Upon return from a sabbatical leave, the employee agrees to remain in a full-time position for a minimum of one year.

(a) Sabbatical applications shall be reviewed by a committee, with four members appointed by the President and four members appointed by the Guild, and recommendations to award shall be made by a majority.

(b) Recommendations shall be made based upon merit, with all applications reviewed "blindly".

(c) (1) The Committee shall make a recommendation on the period of the sabbatical, with two four-month sabbaticals, two eight-month sabbaticals and two one year sabbaticals at half pay; alternatively, the sabbatical can be awarded with reassigned time of up to 50 days with the expectation that the employee would maintain primary responsibility for carrying out his/her duties.

(2) Four month sabbaticals shall be at full pay. Twelve month employees shall be responsible for carrying out his or her duties for the remaining eight months of the sabbatical year. Employees holding the title "Academic Chair" shall be responsible for carrying out his or her duties for six months of the sabbatical year, between August 16 and the following June 15. Employees holding the title "Assistant Academic Chair" shall be responsible for carrying out his or her duties for four months of the sabbatical year (while classes are in session) and shall have a two month work obligation identical to that of Faculty Association members who are 10-month teaching faculty of the College.

(3) Eight month sabbaticals shall be at 75% Pay. Twelve month employees shall be responsible for carrying out his or her duties for the remaining four months of the sabbatical year. Employees holding the title "Academic Chair" shall be responsible for carrying out his or her duties for two months of the sabbatical year, between August 16 and the following June 15. Guild members holding the title "Assistant Academic Chair" shall have a two month work obligation identical to that of Faculty Association members who are 10-month teaching faculty of the College.

(4) One Year sabbaticals shall be at half pay.

(d) Neither the Committee nor the President are obligated to recommend the full number of sabbaticals if there are not enough that meet the merit criteria.

(e) In addition to the existing criteria, the applicant must demonstrate that the proposal will involve activity at least equivalent to a full time administrative work load and is beyond the professional activity expected to be performed concurrent with full time duties.

(f) Examples of appropriate proposals would include writing a significant work for publication, doing a significant research project or dissertation that complies with the permitted purposes for a sabbatical and is within the context of professional review, or developing a new curriculum or program (which is consistent with college plans) or other work as approved by the Committee and the College President.

(g) If a sabbatical recommended by the Committee is not forwarded to the Board by the President, the President shall provide reasons, in writing, to the Committee for the omission.

(h) An administrator granted and accepting a sabbatical who fails to complete the sabbatical as awarded, or modified or waived with Committee approval, shall be required to reimburse the College for all monies paid under this provision to the administrator during the period of the leave.

ARTICLE VIII

UNPAID LEAVES

Employees shall be granted the unpaid leaves as are granted to members of the faculty under the provisions of the Faculty Association Agreement, including child care leave, military leave and for other purposes specified in that Agreement.

ARTICLE IX

OTHER BENEFITS

1. Longevity

(a) Full-time unit members shall receive longevity based upon the following schedule:

	<u>10-14</u>	<u>15-19</u>	<u>20-24</u>	<u>25-29</u>	<u>30+</u>
	<u>Years*</u>	<u>Years*</u>	<u>Years*</u>	<u>Years*</u>	<u>Years*</u>
9/1/05	\$ 850	\$1350	\$1850	\$2200	\$2700
9/1/06	\$ 900	\$1400	\$1900	\$2250	\$2750
9/1/07	\$ 950	\$1450	\$1950	\$2300	\$2800
9/1/08	\$1000	\$1500	\$2000	\$2350	\$2850
9/1/09	\$1050	\$1550	\$2050	\$2400	\$2900
9/1/10	\$1100	\$1600	\$2100	\$2450	\$2950

* of service

(b) For purposes of longevity, "Service" shall mean total years of paid service at the College except when service was immediately preceded by continuous years of service in the County. In these cases, longevity shall be calculated based upon years of service in the County immediately preceding employment at the College and total years of paid service at the College.

(c) Employees who are entitled to longevity pay on September 1 of any year shall be paid by separate check on the Thursday immediately following the first payday following January 1 of that year.

2. Conference Attendance - The County agrees to reimburse full-time employees for expenses for attending one or more professional conferences of their choice with the recommendation of the appropriate Administrative Officer from September 1 to August 31 of each academic year. The reimbursement amount shall be the same as the College provides for College full-time faculty. Expense reimbursement shall be in accord with the applicable County guidelines per conference regardless of the location of the conference or the date of application for conference attendance. Recommendation shall not be refused for a conference professionally connected to the employee's discipline or his/her professional responsibilities. If application for conference attendance is submitted at least six weeks in advance of the conference, the employee shall receive at least two weeks' prior notice from the Administration concerning the application.

3. Continuation of Benefits - The County will continue to grant to employees the following benefits: Social Security, Retirement Program, travel expenses and educational opportunities.

4. Overtime - All employees listed in Group I of the Stipend Schedule shall be afforded overtime compensation or compensatory time-off at time and one-half rate at the option of the employee for all hours worked in excess of 40 in any calendar week, it being understood that the regular work week is 35 hours. In the event these employees are called to the College for emergency purposes when they would normally be off duty, then the time for compensation or compensatory time off shall accrue from the beginning of the performed services and continue until the required emergency service is completed or the normal work day

commences. The option for monetary compensation must be exercised by December 1 and/or May 1 of each year. Payment therefore shall be made within a reasonable period of time thereafter.

5. **Agency Shop** - An agency shop shall remain effective during the term of this Agreement.

6. **Tax Deferred Annuity** - The County will cooperate in making available to employees a salary reduction plan for tax sheltered annuity and deferred compensation contracts with providers other than TIAA-CREF.

7. **Time Off for Union Business** - The Guild President, or his/her designee, shall be granted three credit hours reassigned time per semester if a 10 month employee, or four hours per week if a 12-month employee or 20% of his/her responsibilities each semester, whichever is greater. The Guild President, or his/her designee, shall be granted five days each year to conduct Union business.

8. **Telephone Extension** - Shall be made available for use of the Guild.

9. **Continuing Education** - Consistent with the needs of the College, the County shall permit employees to continue their education by allowing a flexibility in the work schedule when required courses, seminars, or other instructional modes are not reasonable available at times when the employees are normally not at work.

10. **Professional Development/Retraining** - Not later than December 1st of each year, the College will call for employees to submit proposals describing a specific course of study or program of professional development/retraining designed to provide the employee with updated knowledge or skills in any emerging area of the employee's discipline or administrative responsibility.

It will be the responsibility of the employee to describe the advance(s) in the field which make the retraining/development beneficial and the use the employee will make of it in the college context.

An employee who wishes to participate in the retraining/development program may apply for tuition assistance. Ten month employees may ask for release time not to exceed a total of 24 credit hours during a maximum of four years. Twelve month employees may use professional enrichment days. Employees granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through the SUNY and/or other tuition assistance or scholarship program) necessary to achieve minimum qualifications, up to \$75 per credit and 50% tuition above the amount, and up to \$75 per course for books. An Employee receiving release time under this provision shall not be eligible for day overload assignment.

An application for assistance under this program, which shall include a statement of the courses to be pursued, shall be submitted in writing to a joint advisory committee, composed of Vice President for Academic Affairs, Vice President for Management and Planning, Vice President of Student Affairs, President of the Guild, Chair of the Guild Professional

Development Committee, and another member of the Guild Executive Board named by the President of the Guild, not later than the March 1st prior to the academic period in which the course(s) will be pursued. The joint committee will meet, make its determinations, and notify the applicants by May 30 of each academic year.

An employee shall fulfill qualifications or satisfactorily complete the retraining/development work not later than 48 months* after the assistance commences and shall thereafter continue in the employ of the College for the next four academic semesters unless otherwise notified by the College. An employee granted such tuition assistance who fails to obtain the minimum qualifications or satisfactorily complete the retraining/development work or does not continue in the employ of the College for the requisite four semesters, shall be required to reimburse the County for all monies paid under this provision to the employee.

* (Barring any unforeseen circumstances beyond the control of the employee).

Fifteen credit hours shall be the maximum release time the College is obligated to provide under this provision in any one academic year. Additional release time may be awarded by the President only on a case-by-case basis after consideration of the Committee's recommended action. Funding for this development and retraining assistance program shall be provided by the County in an amount up to \$15,000. At the end of each award academic year, the joint advisory committee shall be provided with a full accounting report of this development fund. Based on the information in this report, the joint advisory committee shall make a recommendation to the President regarding the application of any such funds to other faculty development or retraining programs, including but not limited to accrual of funds for the subsequent cycle.

Effective October 20, 2006, this section shall be revised to read as follows:

(a) Retraining - Not later than December 1 of each year, the College will provide employees with a list of those disciplines or areas in which the College foresees the possibility of a future reduction in workload and/or a list of those disciplines or areas in which the College anticipates an increase in overall workload. An employee from one of the disciplines or areas designated by the College as an area of possible reduction may apply to be retrained in one of the disciplines or areas designated for growth.

(b) Development - Not later than March 1 of each year, an employee who wishes to participate in the Guild development program may apply for financial assistance and/or reassigned time for professional development activities. Professional development activities include but are not limited to workshops, short courses, academic presentations, field research, seminars, or other activities designed to provide the employee with updated knowledge or skills in any emerging area of the employee's discipline or in an area of expertise within the discipline which the employee wishes to master. It will be the responsibility of the employee to describe the advance(s) in the field which make the development beneficial and the use the employee will make of it in the

College and his/her discipline or duties at the College.

(c) An Employee who wishes to participate in the development/retraining program may apply for financial assistance and/or reassigned time. Reassigned time granted an employee under this program shall not exceed 24 credit hours for a maximum of four years. Reassigned time is at the sole discretion of the Committee. Employees granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through the SUNY and/or other tuition assistance or scholarship program) necessary to achieve minimum qualifications, up to \$150 per credit and 75% tuition above the amount, and up to \$250 per course for books. An employee receiving reassigned time under this provision shall not be eligible for day overload assignment.

(d) An application for assistance under this program, which shall include a statement of the course/activity to be pursued and an explanation as to how participation in the course/activity will enhance the College, shall be submitted in writing to a joint advisory committee, composed of an equal number of members appointed by the administration and the Guild, not later than the March 1 prior to the academic period in which the course/activity will be pursued. (Employees in disciplines or areas of possible decline shall be given preferential consideration for assistance under the Retraining portion of this provision.) The joint committee will meet, make its determinations, and notify the applicants by May 30 of each academic year.

(e) An Employee shall fulfill qualifications or satisfactorily complete the retraining work not later than 48 months after the assistance commences and shall thereafter continue in the employ of the College for the next four academic semesters unless otherwise notified by the College.* An employee granted this tuition assistance who fails to obtain the minimum qualifications or satisfactorily complete retraining work or does not continue in the employ of the College for the requisite four semesters shall be required to reimburse the County for all monies paid under this provision to the employee.* An employee who receives financial assistance for professional development agrees to continue in the employ of the College for at least one semester after completion of his/her development activity or a comparable time if his/her development activity took place over two or more semesters.

* (Barring any unforeseen circumstances beyond the control of the employee).

(f) In accepting retraining assistance through this provision, the employee agrees to accept assignment to a course or courses related to the expertise developed. The College will make every effort to make the assignment on the campus of the employee's choice.

(g) 24 credit hours shall be the maximum reassigned time the Committee may award under this provision for either retraining or professional development in any one academic year. Additional reassigned time may be awarded by the President only on a case-by-case basis after consideration of the Committee's recommendation.

(h) Funding for this development and retraining assistance program shall be provided by the County in an amount up to \$20,000 per year. At the end of each award cycle, in any event no later than July 30 of each academic year, the joint advisory committee shall be provided with a full accounting report of this development fund. Based on the information in this report, the joint advisory committee shall make a recommendation to the President regarding the application of any funds to other faculty development or retraining programs including, but not limited to, accruing funds for subsequent cycles.

11. Admission to Courses

(a) A full-time employee who has served more than four semesters may be admitted under a tuition reimbursement plan up to courses offered in the College per semester, provided the member secures prior approval from the Executive Dean/Campus CEO and successfully completes the course. Tuition for such courses shall be paid by the County. Non-credit courses, which are now or formerly job related, shall be reimbursed using the accepted conversion rate.

(b) The spouse and dependent children of full-time employees who have been employed at the College four or more consecutive semesters may be admitted to courses offered by the College under a tuition reimbursement plan. Full-time employees are entitled to a maximum of 30 credits per year. This reimbursement is subject to registration/enrollment requirements and successful completion of the course. Tuition for these courses shall be paid by the County.

(c) Except under extraordinary circumstances and when approved by the Executive Dean/Campus CEO, dependent children and spouses shall not take courses taught by parents or spouses.

ARTICLE X

ADMINISTRATIVE STATUS

1. Employees shall continue to retain their faculty status and academic rank and all rights and benefits. Employees seeking promotion in academic rank shall be bound by the procedures and criteria as may exist for other College employees seeking promotion in academic rank. Guild services shall be considered in the category of service to the College. Twelve-month administrators may apply for promotion in academic rank after providing instructional services equal to three contact hours or more per year for the minimum number of years of service required for promotion to the next rank.

The paragraph above applies only to members in the Guild as of June 26, 1999, and does not apply to anyone entering the Guild thereafter, except that anyone holding faculty status prior to entering the Guild shall retain that status. Guild members who have retained faculty status, should they return to the Faculty Association, shall have a base salary as if they had never left the Faculty Association.

2. In addition to the academic rank, the following ranks shall exist for 12-month administrative officers:

Professor of Administrative Services
Associate Professor of Administrative Services
Assistant Professor of Administrative Services
Instructor of Administrative Services
Sr. Technical* Asst of Administrative Services
Technical* Assistant of Administrative Services
* (Professional)

Administrative Officers may seek promotion in administrative rank. The criteria for promotion in administrative rank shall include meritorious performance of assigned duties, service to the College and community, professional growth and completion of education requirements equivalent to those required for academic promotion. Administrators hired after June 26, 1999 from outside the College shall not be eligible for the above.

3. Administrators desiring a full-time Faculty Association position shall file a notice of intent no later than 30 days prior to the end of the semester preceding the semester in which the transfer is sought. Administrators shall be granted assignments to vacancies as per their filed notices for the case where vacancies occur less than 30 days before the start of the semester. Requests may be filed with the announcement of the vacancy but assignments shall be at the College's discretion. This clause may be invoked if approved by the College President.

4. In computing the number of years in academic rank, full credit shall be given for years spent in either administrative or non-administrative positions. Administrators hired after June 26, 1999 from outside the College shall not be eligible for this section.

5. Full-time faculty including but not limited to Guild employees shall be given first priority in both evening division and summer school teaching assignments except where the College has the opportunity to employ persons who have special qualifications not possessed by College personnel. This Section shall be maintained only for those members who possess the proper academic credentials.

6. The present practice of granting continuing appointment to employees entering their sixth year of employment with the College shall be continued and shall include the positions of Senior Professional Assistant and Professional Assistant. Prior to being given continuing appointment, employees shall be considered to be on a probationary status.

7. The services of employees who have completed their probationary period and have been granted a continuing appointment or who have served full-time for five years, may be terminated at any time for reasonable cause including but not limited to neglect of duties, personal misconduct or physical or mental incapacity after due notice and an opportunity to be heard are provided. Except where the College determines that suspension without pay pending the disposition of the charge is warranted, final action shall not be taken on the charges until after the expiration of 30 calendar days from the date of service of notice of the charges upon the person involved, during which time, the

person may challenge the propriety of the termination by instituting the grievance and arbitration provisions of this Agreement. The termination of an employee during his/her probationary period shall not be subject to the grievance and arbitration provisions of this Agreement.

In the event of a termination of an administrator who has served at least three years but not more than five 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.

8. Notice of Termination

(a) Twelve-month employees, prior to the first anniversary date, will be entitled to receive 90 days advanced written notice of any termination of his/her employment, except in the case where such employee is charged with personal misconduct.

(b) Twelve-month employees will be entitled to receive 150 days advanced notice of any termination of his/her employment to be effective prior to the fifth anniversary date, unless there are two negative B5's or other mutually agreed upon assessment instruments placed in the employee's personnel file no less than 60 days apart, the B5 reports explicitly advising the employee that he/she is receiving a negative evaluation, in which case the employee will be entitled to only 60 days advanced written notice. This provision shall not apply where the employee is charged with personal misconduct.

(c) Where a probationary employee is charged with personal misconduct, he/she may be suspended without pay upon receipt of notice of charges, and shall be given an opportunity, within 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 grieveable or subject to arbitration.

(d) 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.

9. Disciplinary Procedures

(a) An administrator shall be notified in writing of the charges of the disciplinary action against him/her with a copy to the Guild President.

(b) A meeting within 15 days of notice shall take place between the administrator and the appropriate supervisor to discuss the charges.

(c) An administrator shall have 30 days from the date of the meeting when charges are discussed to file a grievance at Stage 3.

(d) 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.

(e) 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.

(f) No full-time administrator who has been awarded continuing employment (or has served past his/her fifth anniversary) may be disciplined except for just cause.

(g) 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.

(h) The burden of proof that discipline is for just cause shall rest with the employer.

(i) The foregoing provisions shall not apply if the discipline carried out as per the recommendation of either the sexual harassment grievance committee or the discrimination hearing committee, in which case all heretofore existing contractual provisions shall govern.

10. Abandonment

(a) Any full-time administrator absent from work without notice to the appropriate college administrator for 10 consecutive calendar days shall be deemed to be absent without authorization. Upon the conclusion of such 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.

(b) 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 10 calendar days from date of mailing the notice, the administrator will be terminated upon the tenth day.

(c) 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.

(d) Insofar as the foregoing procedure shall be applicable, all other dispute resolution mechanisms within this Agreement shall be superseded.

11. Job Descriptions - The College, in consultation with the Guild, shall develop/revise job descriptions for Guild positions with instructional responsibility. Upon request of the Guild President, the Guild shall be furnished with job descriptions for

all Guild titles.

12. New Titles - In the event of the creation of new titles in the Guild, the College shall establish the title, assign placement on the stipend schedule and fill the vacancy, after which the Guild may request negotiations with the County on the placement on the stipend schedule.

13. Lateral Transfers - The following procedures for lateral transfer to a comparable position in the Guild shall apply:

(a) When the Supervisor is notified of an impending departure from one of the Guild positions covered by this procedure, the Supervisor will notify the other individuals in the comparable positions and the President of the Guild before internal and external posting and ascertain any interest in a lateral transfer. A response indicating interest should be given within five business days.

(b) The Supervisor will have a preliminary meeting with the interested individuals to discuss whether the transfer would be in the best interest of the Campus and the individual.

(c) If the Supervisor determines that the possibility of transfer should be pursued, he/she will arrange for meetings with relevant staff members and the individual(s). In making a final recommendation the outcome of those meetings will be taken into consideration.

14. Acting Titles - As per present practice, when an employee agrees to fill a position on an acting basis and the Board of Trustees appoints the employee to the Acting title, the employee shall receive the appropriate increased rate for this title for the term of the appointment.

It is agreed that each employee who may assume an acting Guild position shall be informed in writing of all terms and conditions of employment and shall sign an acceptance before assuming the acting position, including the exact dollar increase in gross salary.

15. The President, per past practice, shall notify each employee of his/her eligibility for academic and/or administrative promotion and the appropriate timelines to be met.

16. All Guild full-time position openings and vacancies shall be posted promptly on the College website after they are known to the College and forwarded to the Guild President in writing at the same time. All postings shall include the official job description.

17. If any 12-month Guild position is abolished, the affected 12-month employee shall be appointed to any existing vacant position at the College for which he/she is qualified, if any. The requirements for a position, and whether the affected individual meets such qualifications, shall be determined in the sole discretion of the Board of Trustees.

18. Terms and conditions of employment shall be as per the Faculty Association Agreement during any teaching responsibilities assigned to employees.

ARTICLE XI

LEGAL PROTECTION

The County shall provide coverage under its comprehensive liability insurance for employees while acting in the discharge of their duties and within the scope of their employment.

ARTICLE XII

MEETINGS

1. In the event negotiations for a new Agreement or the processing of grievances are scheduled during working hours, employees appointed or required to attend shall be excused without penalty from their duties except for classroom instructional duties.

2. **Meetings** - The President of the Guild shall be sent copies of Board minutes and agenda when distributed to Board members. The College has the option of notifying the Guild President via e-mail that the Board minutes and agenda are available on the College website.

3. **Presidential Search Committee** - The College President will select one employee from among four proposed by the Guild to serve on the Presidential Search Committee in a capacity equal to that of other members of the Committee.

ARTICLE XIII

Grievance and Arbitration Procedure

1. The term "grievance" shall mean any dispute concerning the interpretation, application or enforcement of the provisions of this Agreement.

2. Grievances shall be processed as follows:

Step 1: Within 15 working days of the occurrence giving rise to the grievance or within 15 working days of the time the employee should have known of the occurrence, the aggrieved employee shall present it to his/her immediate supervisor on campus, who shall attempt to adjust it, provided that the immediate supervisor is not a Guild employee. Should this be the case, the grievance shall be presented to the lowest level administrator in the "Exempt Category."

Step 2: If the grievance is not settled at Step 1 within three working days, it shall be presented in writing by the aggrieved employee and/or the guild to the appropriate Exempt Administrator.

Step 3: If the grievance is not settled at Step 2 within seven working days, it shall be presented in writing by the aggrieved employee and/or the Guild to the Chief Executive Officer of the College.

Step 4: If the grievance is not settled at Step 3 within

seven working days, it shall be presented in writing by the aggrieved employee and/or the Guild to the Director of Labor Relations.

Step 5: If the grievance is not settled at Step 4 within seven working days, it may be presented by the Guild or by the College (if the grievance was initiated by the College) to final and binding arbitration before an arbitrator to be appointed from the following rotating panel: Howard C. Edelman, Arthur A. Riegel, David N. Stein, Rosemary A. Townley and Bonnie S. Weinstock.

The arbitrator's decision shall not alter, amend, add to or detract from the provisions of the Agreement. The arbitrator's fee shall be paid equally by the Guild and the County.

3. If a grievance affects a group or all of the employees, it may be submitted by either party at Step 3.

4. If the time limits set forth above are exceeded, the aggrieved party may invoke the next step of the procedure, except that the 15 day time limit specified in Step 1 may not be exceeded or the grievance shall be deemed waived.

5. All parties, including the aggrieved employee, the Guild and the College, shall have the right to have representatives, including legal counsel, present at all stages of the above procedure and shall be given adequate notice of the same.

ARTICLE XIV

RIGHTS OF THE ADMINISTRATION

Except as otherwise specifically set forth in this Agreement, the County, the Trustees, the Administration of the College and their designated supervisory officials shall be solely responsible for the operation and control of the College and its personnel, including (but not limited to) the right to hire and assign personnel covered by this Agreement, the selection and development of the curriculum the establishment of instructional and education policies, the supervision of personnel covered by this Agreement, and the establishment of budgetary and other fiscal policies.

All committees established in accordance with the Collective Bargaining Agreement shall be deemed to be advisory in nature.

ARTICLE XV

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE XVI

TERM OF AGREEMENT

The terms of this Agreement shall become effective September 1, 2005 and shall continue in effect until August 31, 2011.

THE GUILD OF ADMINISTRATIVE
OFFICERS OF SUFFOLK COUNTY
COMMUNITY COLLEGE:

COUNTY OF SUFFOLK:

By: _____
Thomas L. Breeden
President

By: _____
Steve Levy
Suffolk County Executive

By: _____
Jeffrey L. Tempera,
Director, Office of
Labor Relations

Date: _____

APPENDIX A

**12-MONTH EMPLOYEES HIRED AFTER July 14, 1999
SALARY CHARTS**

9/1/04 - 8/31/05

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	A & B	C, D & E	F	G, H & I
2	80,415	74,660	70,086	60,417
3	82,391	76,622	72,032	62,414
4	84,418	78,634	74,028	64,476
5	86,494	80,701	76,089	66,609
6	88,620	82,820	78,201	68,811
7	90,800	84,995	80,371	71,086
8	93,032	87,230	82,601	73,436
9	95,319	89,520	84,893	75,863
10	97,663	91,873	87,248	78,371
11	100,066	94,287	89,670	80,965
12	102,526	96,763	92,158	83,645
13	105,048	99,305	94,718	86,414
14	107,630	101,915	97,343	
15	110,277	104,597	100,040	
16	112,990	107,348	102,811	
17	115,770	110,171	105,659	

9/1/05 - 8/31/06

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	A & B	C, D & E	F	G, H & I
2	82,023	76,153	71,488	61,625
3	84,039	78,154	73,473	63,662
4	86,106	80,207	75,509	65,766
5	88,224	82,315	77,611	67,941
6	90,392	84,476	79,765	70,187
7	92,616	86,695	81,978	72,508
8	94,893	88,975	84,253	74,905
9	97,225	91,310	86,591	77,380
10	99,616	93,710	88,993	79,938
11	102,067	96,173	91,463	82,584
12	104,577	98,698	94,001	85,318
13	107,149	101,291	96,612	88,142
14	109,783	103,953	99,290	
15	112,483	106,689	102,041	
16	115,250	109,495	104,867	
17	118,085	112,374	107,772	

9/1/06 - 8/31/07

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	<u>A & B</u>	<u>C, D & E</u>	<u>F</u>	<u>G, H & I</u>
2	84,279	78,247	73,454	63,320
3	86,350	80,304	75,493	65,413
4	88,474	82,412	77,585	67,574
5	90,650	84,579	79,745	69,810
6	92,878	86,800	81,959	72,117
7	95,163	89,079	84,233	74,502
8	97,502	91,421	86,570	76,965
9	99,899	93,821	88,972	79,508
10	102,356	96,287	91,440	82,137
11	104,874	98,817	93,979	84,855
12	107,452	101,412	96,586	87,664
13	110,096	104,077	99,269	90,566
14	112,802	106,812	102,020	
15	115,576	109,623	104,847	
16	118,419	112,506	107,751	
17	121,333	115,465	110,736	

9/1/07 - 8/31/08

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	<u>A & B</u>	<u>C, D & E</u>	<u>F</u>	<u>G, H & I</u>
2	86,681	80,477	75,547	65,125
3	88,811	82,592	77,645	67,277
4	90,996	84,761	79,796	69,500
5	93,234	86,989	82,018	71,799
6	95,525	89,273	84,294	74,173
7	97,875	91,618	86,633	76,625
8	100,281	94,027	89,037	79,158
9	102,746	96,495	91,508	81,774
10	105,273	99,032	94,046	84,478
11	107,863	101,634	96,657	87,274
12	110,515	104,303	99,339	90,163
13	113,233	107,043	102,098	93,147
14	116,016	109,856	104,928	
15	118,870	112,747	107,835	
16	121,794	115,712	110,822	
17	124,791	118,755	113,892	

9/1/08 – 8/31/09

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	A & B	C, D & E	F	G, H & I
2	89,238	82,852	77,776	67,046
3	91,431	85,029	79,935	69,262
4	93,680	87,262	82,150	71,550
5	95,984	89,555	84,437	73,917
6	98,343	91,907	86,781	76,361
7	100,762	94,320	89,189	78,885
8	103,239	96,801	91,664	81,493
9	105,777	99,342	94,207	84,187
10	108,378	101,953	96,821	86,970
11	111,045	104,632	99,508	89,848
12	113,775	107,380	102,269	92,822
13	116,574	110,201	105,110	95,895
14	119,439	113,097	108,023	
15	122,376	116,073	111,016	
16	125,387	119,126	114,091	
17	128,472	122,259	117,252	

9/1/09 – 8/31/10

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	A & B	C, D & E	F	G, H & I
2	91,870	85,296	80,070	69,024
3	94,128	87,537	82,293	71,305
4	96,444	89,836	84,574	73,661
5	98,815	92,197	86,928	76,098
6	101,244	94,618	89,341	78,613
7	103,735	97,103	91,820	81,213
8	106,285	99,656	94,368	83,897
9	108,898	102,273	96,986	86,670
10	111,576	104,961	99,677	89,535
11	114,321	107,719	102,444	92,499
12	117,131	110,547	105,286	95,561
13	120,013	113,451	108,211	98,724
14	122,962	116,433	111,210	
15	125,986	119,497	114,291	
16	129,086	122,640	117,457	
17	132,262	125,865	120,711	

9/1/10 - 8/31/11

	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>
	A & B	C, D & E	F	G, H & I
2	94,627	87,855	82,472	71,094
3	96,952	90,163	84,762	73,444
4	99,337	92,531	87,111	75,871
5	101,780	94,963	89,536	78,381
6	104,282	97,457	92,021	80,972
7	106,847	100,016	94,575	83,649
8	109,473	102,646	97,199	86,414
9	112,165	105,341	99,896	89,270
10	114,923	108,110	102,667	92,221
11	117,751	110,950	105,517	95,274
12	120,645	113,864	108,445	98,427
13	123,613	116,855	111,457	101,686
14	126,651	119,926	114,546	
15	129,766	123,082	117,720	
16	132,959	126,319	120,981	
17	136,230	129,641	124,332	

APPENDIX B

SCHEDULE OF STIPENDS

<u>TITLE</u>		<u>04/05</u>	<u>2%</u> <u>05/06</u>	<u>2.75%</u> <u>06/07</u>	<u>2.85%</u> <u>07/08</u>	<u>2.95%</u> <u>08/09</u>	<u>2.95%</u> <u>09/10</u>	<u>3%</u> <u>10/11</u>
COLLEGE ASSOCIATE DEAN	A	20,385	20,793	21,365	21,974	22,622	23,289	23,988
CAMPUS ASSOCIATE DEAN/ CAMPUS HEAD LIBRARIAN	B	19,059	19,440	19,975	20,544	21,150	21,774	22,427
COLLEGE ASSISTANT DEAN/ COLLEGE DIRECTOR/ ASSOCIATE HEAD LIBRARIAN	C	18,398	18,766	19,282	19,832	20,417	21,019	21,650
COLLEGE DIR. OF ACAD SCHED/ COLLEGE DIR. OF SECURITY	D	17,404	17,752	18,240	18,760	19,313	19,883	20,479
CAMPUS ASSISTANT DEAN	E	16,743	17,078	17,548	18,048	18,580	19,128	19,702
CAMPUS /ASSOCIATE DIR.	F	16,080	16,402	16,853	17,333	17,844	18,370	18,921
COLLEGE ASSISTANT DIR.	G	14,754	15,049	15,463	15,904	16,373	16,856	17,362
COLLEGE COORDINATOR/ CAMPUS ASSISTANT DIRECTOR	H	14,255	14,540	14,940	15,366	15,819	16,286	16,775
CAMPUS COORDINATOR	I	13,760	14,035	14,421	14,832	15,270	15,720	16,192
ACADEMIC CHAIR (chairman)	J	8,868	9,045	9,294	9,559	9,841	10,131	10,435
ASSISTANT ACADEMIC CHAIR	K	5,623	5,735	5,893	6,061	6,240	6,424	6,617

APPENDIX C

PROCEDURES FOR DISABILITY INCOME

I. Application and Processing

1. A full-time Guild member is defined as any Guild employee receiving full-time pay during the current College fiscal year. For the purpose of this benefit, that employee is covered for disabilities which may occur while actively employed at the time of the injury.

2. A full-time Guild member suffering a disability expected to last in excess of 90 consecutive calendar days should submit a Suffolk County disability claim form through the College Personnel Office 60 days after the disability has begun. The physician's statement on the application must be completed before the form is submitted. The physician's statement must include a diagnosis and the anticipated return to work date. The College Personnel Office representative will review the Guild member's application and physician's statement and complete the employer's certification statement.

3. The College Personnel Office representative will forward the completed application with completed physician's statement and employer's certification to the Office of the Comptroller, Risk Management and Benefit Division, for review and processing not later than 75 days after the disability has begun. If approved, the Guild member will receive a daily benefit equal to two-thirds of his/her income to the maximum of \$450 per week effective on the 91 day of disability. This income is subject to federal and state taxes. However, Social Security tax (FICA) will be deducted only for the first 16 weeks of payment pursuant to IRS and Social Security regulations. The Guild member may continue to realize this disability benefit payment for 104 weeks from the date the benefit payment begins, subject to the Agreement provisions.

4. Should an employee have accruals available beyond the 90 day waiting period, the use of such accruals will be prorated in increments of one-quarter, one-half, or three-quarters day at the employee's option to reflect the disability payment until accruals have been exhausted. Thus, an employee who normally earns \$1,500 biweekly will have accruals adjusted to reflect a \$900 disability payment. In no event will an employee receive an amount greater than the biweekly rate. Should the individual's sick benefits increase the amount received to greater than full pay, the disability payment will be reduced to reflect an amount not greater than full salary. The reduced amount of disability payment will be converted to additional disability and used to extend the 104 week maximum should the disability continue beyond 104 weeks.

5. A Guild member having no sick leave accruals should apply for medical leave of absence, if applicable, under the Agreement provisions. The payment of disability income does not postpone, mitigate or extend the need to comply with College and contractual regulations or procedures regarding medical leaves of absence.

6. Disability income is a taxable benefit to both federal

and state governments. As such, the Guild member must complete and submit with his/her application a W-4S to ensure that normal deductions will be taken from this benefit. FICA must also be deducted from disability income for six calendar months after the calendar month that the Guild member last worked. The federal tax laws do make some provisions for nontaxable disability benefits if, in fact, the Guild member is permanently disabled. Each Guild member receiving disability income should discuss disability tax income provisions with his/her tax advisor.

7. A separate W-2 indicating the disability income received will be issued by the County at the end of the calendar year.

II. Medical Procedure Documentation

1. A Guild member's physician may at his/her discretion submit a supplemental report providing for all the information indicated on the Suffolk County disability form. Additional information as required will be requested by the Risk Management and Benefit Division directly from the Guild member. It is the Guild member's responsibility to provide the County with all necessary information to substantiate the continuation of the disability claim.

2. By his/her signature on the application, the disabled Guild member is authorizing release of all medical records and documentation relating to his/her disability claim. Medical bills are not covered by disability and must be forwarded to the Guild member's health benefit provider.

3. The County may at its discretion schedule a Guild member for a certifying physician's examination through either the County's medical review physician or an outside medical consultant.

4. Pregnancy situations should be guided by the 90 day rule as indicated in the disability income portion of the Agreement. The normal time frame for return to work after the birth of the child is directly related to the provisions of the current Guild Agreement. Any extension to these provisions for maternity will require additional documentation and/or review.

5. Throughout the Guild member's period of disability, the County may at its discretion obtain additional medical certification through consulting doctors and/or County physicians at not less than 30 day intervals. The Guild member must appear for such examinations or face possible suspension of disability benefits.

6. Copies of all correspondence between Risk Management and the disabled Guild member will be forwarded to the College Personnel Office.

7. Departments who utilize Employee Medical Review to screen individuals for a back to work situation must schedule the physical examination through Risk Management. This will enable the proper documentation to be forwarded to Employee Medical Review prior to the physical being conducted. This procedure will minimize complications as the Medical Review doctors will have the necessary documentation to review and certify a Guild member as fit for duty.

III. Acceptance or Rejection of Claim

1. Upon acceptance of the claim, the Guild member will be placed on a special disability income payroll with checks to be issued on a biweekly basis. The initial check will include any retroactive amounts due to the Guild member should the acceptance of the claim have been delayed for documentation or other reasons.

2. A Guild member's claim may be denied if the documentation provided does not substantiate the Guild member's disability. A Guild member's claim may also be denied if it is the opinion of the consulting physician and/or County doctor that the individual is capable of performing his/her normal duties. The County will notify the Guild member in writing of his/her claim denial. Should the County deny a Guild member's claim for disability income, the Guild member will have the right to appeal in writing within 30 days of the receipt of the denial notification to the Office of the Comptroller, Risk Management and Benefit Division. The appeal should include any additional evidence which may substantiate the Guild member's claim. A copy of this appeal should be sent to the College Personnel Office, the Office of Labor Relations, and the Suffolk Community College Guild.

3. When such a disagreement occurs, the matter will be referred to a third party physician mutually agreed upon by the Guild and the County. The third party physician will be an unbiased doctor or group of physicians. The decision received from the third party consulting physician will be binding.

IV. Recurrence of Disability

1. A Guild member on disability income must be certified capable of returning to work by his/her own physician prior to returning to work. The County may at its discretion decide to obtain a second medical opinion regarding the Guild member's capacity of performing the duties of his/her job.

2. Once the Guild member has returned to work, his/her disability income ceases. Should the Guild member suffer a recurrence of the original disability, based on a new incident, a 90 calendar day waiting period must again elapse before he/she is again eligible to receive disability income.

3. Should the Guild member be unable to perform his/her duties due to the existence of the same condition without further incident, the claimant will receive disability benefits until the original two year period has elapsed without an additional waiting period.

4. Should the claimant suffer a new disability unrelated to the original disability, the normal 90 day calendar period and all procedures as previously stated will apply.

5. In the event that a Guild member suffers multiple disabilities during a similar time frame, the more serious disability will be utilized to determine waiting period and eligibility.

6. If while on disability, a second disability appears

which continues to render the Guild member completely disabled, the Guild member will continue to receive disability income without an additional waiting period. In the event of conflict as to which disability should take priority, a third party consulting physician will be utilized to render a determination. The third party physician's recommendation will be binding in these matters. Under these situations, the Guild member will not receive disability benefits for greater than the 104 week period.

7. In the event that the Guild member's original disability ceases but while on disability a second injury or disease has occurred which continues to render him/her disabled, that disability will be treated as an extension of the original problem. All medical documents must be submitted, and certifying examinations will be conducted by the County through Employee Medical Review or an outside consultant as deemed necessary. In no event will the Guild member be paid for greater than the 104 weeks as allowed by the Agreement unless the original disability has ceased, the individual has returned to work and a new disability has occurred requiring a new 90 day waiting period.

APPENDIX D

Lag Payroll - Memorandum of Agreement

It is hereby agreed by and between the County of Suffolk, hereafter referred to as the "County" and the Guild of Administrative Officers of Suffolk Community College, hereafter referred to as the "Guild", as follows:

1. a) The Guild agrees to the implementation of a lag payroll of one working day for each pay period for a period of 10 pay periods for all full-time bargaining unit members for the 1991-92 academic year only and for no other year, commencing on the August 22, 1991 payroll.

b) Said lag payroll shall be implemented as follows:

1) On the first pay period effected hereunder the bargaining unit members who would normally be paid on Thursday, shall be paid on Friday of the same week.

2) In the second pay period effected hereunder the bargaining unit members shall be paid on Monday and in each pay period thereafter the bargaining unit members shall be paid on the day of the week after the preceding pay period.

c) In each pay period the bargaining unit members shall be paid their full-salary for each and every day worked, or according to the use of their accruals, for that pay period.

d) Overload pay shall be affected only in so far as the pay dates will be shifted as a result of this agreement. Overload monies will not be deferred.

e) Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current Collective Bargaining Agreement.

2. All monies due to the bargaining unit members which are deferred by the implementation of the lag payroll shall be repaid to the Guild members as follows:

a) Any member of the bargaining unit may apply for and receive from the County any deferred monies at any time on or after July 1, 1997.

b) Any monies so repaid shall be repaid at the rate of salary then in effect (re-July 1, 1997 or thereafter) for such member (or in the event of death, for his/her estate), which shall include but not be limited to any promotions, salary increases, step increases, increments, etc. enjoyed by said member between the date of the agreement and the time of repayment of said monies.

c) It is intended that all such increases in the salary of any member shall be cumulative of all the aforementioned items.

d) Any bargaining unit member who shall terminate his/her employment with the County at any time prior to July 1, 1997, shall be entitled to immediate repayment of any sums due

hereunder at his/her current rate of pay as previously set forth herein.

e) Any bargaining unit member (or in the event of death, his/her estate) retiring or terminating employment for any reasons from County employment at any time hereafter shall be repaid any sums due hereunder at his/her then current rate of pay as previously set forth herein.

3) The County agrees that in consideration of Guild bargaining unit members agreeing to the instant lag payroll such employees shall not be required to in any way further contribute to the reduction of the 12 million dollar give back figure sought from the County's municipal unions.

4) Should any bargaining unit member suffer any payless payday, then in that event, any lag payroll set forth herein shall be suspended until each and every bargaining unit member so affected has been made whole. After all bargaining unit members have been made whole then the lag payroll shall be recommenced.

5) In consideration of Guild bargaining unit members agreeing to the instant lag payroll, the County also agrees to the following:

a) That all past, present and future bargaining unit retirees shall be entitled to enter into individual and personal contracts with the County that shall guarantee to the retiree that the costs and levels of his/her full-family health benefits shall continue to be paid by the County for the lifetime of the retiree at the same level and extent of such coverage for active bargaining unit employees.

b) That Article V,F,2 of the 1988-91 contract between the County and the Guild shall be amended to increase the maximum number of credits available to the spouse and dependent children (including stepchildren) of full-time faculty to 24 credits per year.

c) That the County shall settle the grievance filed by the Guild with regard to tuition reimbursement for stepchildren under Article V,F,2 of the current Guild Contract in favor of the Guild.

d) That the County Executive shall create no obstacle before the Suffolk County Legislature when the State Early Retirement incentive for Community College employees comes before it is authorized by the SCC Board of Trustees on June 28, 1991 so long as the adoption plan results in projected savings. In the event an employee opts for the Early Retirement Incentive he/she will not be eligible for the incentive under the Collective Bargaining Agreement.

6. It is agreed that the impact of the lag payroll shall be considered "pension neutral" for the purposes of employee retirement. Such time shall be credited as time worked during the year 1991 although the payment of such wages shall be deferred as previously set forth herein.

a) The County shall provide the Guild with an opinion letter from the New York State Retirement System and the New York

State Teachers Retirement System to the effect that the implementation of the aforementioned lag payroll shall be "pension neutral" and that the days lagged in 1991 and such earnings shall be computed in the earnings of those employees who retire within three years of the actual implementation of the lag payroll. The County through its County Attorney shall provide the Guild with a similar opinion letter as to its understanding of the impact of the lag payroll upon retiring employees.

b) For full-time Unit III members who participates in the TIAA-CREF optional retirement program, the County shall make timely payments by December 31, 1991, to the TIAA-CREF optional retirement program on behalf of all those faculty members who participate in this retirement program as is those faculty members had earned-but-not deferred 10 days pay between August 22 and December 31, 1991. In addition, the County will make an additional payment to the full-time Unit III member's TIAA-CREF optional retirement program account at any time after July 1, 1997 when the bargaining unit member retires or terminates his/her County employment for any reason or when a bargaining unit member terminates his/her employment with the County at any time prior to July 1, 1997. This additional payment shall be calculated to cover the difference between the Guild member's salary rate for the 10 days lagged in effect during the 1991-92 academic year and the Guild member's salary rate for such days in effect at the time he/she retires or terminates his/her County employment. The County shall provide the Guild with an opinion letter from the County Attorney that the payment of retirement contributions as described above is acceptable under the Education Law, that the County Comptroller is authorized and will pay such money into the accounts of those affected members and that TIAA-CREF will accept such monies.

7. It is agreed that the County, through the College, shall authorize that overload payments for the Fall 1991 semester be made in six equal payments prior to January 1, 1991, and shall not be subject to the deferral of wages as described above.

8. It is agreed and understood that no portion of the savings derived from the Guild's agreement to a lag payroll shall be utilized to fund the budget of any other County bargaining unit employees.

9. It is agreed that the County will not petition PERB for managerial/confidential designation during the next open period for filing of such petitions for positions covered by the Guild Agreement.

10. This agreement represents the entire agreement of the parties and all prior negotiations, representation, memoranda, etc. shall be merged in this writing which may be modified or superseded by a subsequent written agreement executed by the parties hereto.

Dated: July 29, 1991

For The Guild:

James Brennan, President
Guild Association of SCCC

For The County:

Thomas J. McAteer, Jr.
Chief Deputy County Executive

APPENDIX E

STIPULATION OF AGREEMENTS

Between

The County of Suffolk

and

The Guild of Administrative Officers

of

Suffolk County Community College

1. Stipulation of Agreement - September 1, 1997-August 31, 2001
2. Stipulation of Agreement - September 1, 2001-August 31, 2002
3. Stipulation of Agreement - September 1, 2002-August 31, 2005
4. Stipulation of Agreement - September 1, 2005-August 31, 2011

INDEX

	<u>Pages</u>
Abandonment.....	26
Academic Chair.....	6
Academic Chair Regular Load.....	6
Academic Chair Workload.....	6
Academic Chair Workweek.....	6
Academic Chair Work Year.....	6
Academic Unit.....	9
Acting Titles.....	22
Adjunct Administrative Salaries.....	4
Administrative Overload.....	5
Administrative Status.....	20
Admission to Courses.....	19
Agency Shop.....	16
Assistant Academic Chair.....	7
Assistant Academic Chair Workload.....	7
Assistant Academic Chair Workweek & Work Year.....	7
Benefit Fund.....	11
Bereavement Leave.....	13
Building Administrators.....	23
Compassionate Leave.....	12
Conditions of Employment.....	6
Conference Attendance.....	16
Continuation of Benefits.....	16
Continuing Education.....	17
Day Overload.....	4
Death Benefit.....	11
Development.....	18
Disability Income, Procedures for (Appendix C).....	34
Disciplinary Procedures.....	25
Discipline Seniority.....	7
Emergency Assignments.....	5
Employee Assistance Program (EAP).....	11
Evening Coverage.....	8
Excellence in Administration Stipend.....	5
Extended Sick Leave.....	12
Family Illness.....	12
Flexible Work Schedule.....	8
Grievance & Arbitration Procedures.....	24
Holidays.....	10
Insurance.....	10
Job Descriptions.....	22
Lag Payroll Memorandum of Agreement (Appendix D).....	38
Lateral Transfers.....	22
Leaves, In General.....	13
Legal Protection.....	23
Legislative Action.....	27
Light Duty.....	10
Long Term Disability.....	11
Longevity.....	15
Meetings.....	23
New Titles.....	22
Notice of Termination.....	25
On Call.....	9
Other Benefits.....	15
Overtime.....	16
Paid Holidays.....	10

Paid Leaves.....	11
Personal Leave.....	13
Presidential Search Committee.....	23
Professional Development/Retraining.....	17
Recognition.....	1
Retraining.....	18
Rights of the Administration.....	26
Sabbatical Leaves.....	14
Salary.....	2
Salary Charts (Appendix A).....	29
Schedule of Stipends (Appendix B).....	33
Sick Leave.....	11
Stipends.....	3
Stipends: Academic & Assistant Academic Chairs.....	7
Stipulation of Agreements (Appendix E).....	41
Tax Deferred Annuity.....	16
Telephone Extension.....	17
Term of Agreement.....	28
Union Business, Time Off For.....	16
Unpaid Leaves.....	15
Unused Vacation Days.....	9
Vacations.....	9
Worker's Compensation.....	10