

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

Stipulation of Agreement made and entered into this ___ day of July 2016 by and between the County of Suffolk ("the County"), Suffolk County Community College ("the College") and the Guild of Administrative Officers of Suffolk County Community College ("Guild").

1. **Term of Agreement:** The provisions of the Guild of Administrative Officers bargaining unit will be pursuant to the 1991-1997 Collective Negotiations Agreement, as updated by the 1997-2001 Stipulation of Agreement, as updated by the 2001-2002 Stipulation of Agreement, as updated by the 2002-2005 Stipulation of Agreement, as updated by the 2005-2011 Stipulation of Agreement, as updated by the 2011-2015 Stipulation of Agreement, all of which are memorialized and updated in the draft collective bargaining agreement sent to the Guild on November 7, 2015, which will then be modified pursuant to the terms of this 2015-2019 Agreement. For convenience only, the references below to "Article" and "Paragraph" will be to the 2015 Agreement. The collective bargaining agreement is extended for a period of four years, from September 1, 2015 up to and including August 31, 2019, in all of its terms and conditions except as specifically modified herein.

2. **Article II (Wages and Salary Schedules: (Guild Salary Plan, Faculty Base and Stipend Schedules)):**

Effective February 1, 2016, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by 1.5% at each step.

Effective February 1, 2017, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by an additional 2% at each step.

Effective August 31, 2018, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by an additional 2% at each step.

Effective August 31, 2019, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by an additional 2.5% at each step.

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3. **Amend Article II, Salary for all new employees as follows:**

Paragraph 1, Salary, provide that, effective for all employees hired into the Guild unit on or after the date on which the new Agreement is fully ratified and approved, the salary schedule will be amended to add a new starting salary for Category IV that will be 1% less than that for the corresponding steps in the salary schedule for those hired before that date.

In addition, the starting salary for Category III will be 3% less than that for the corresponding steps in the salary schedule for those hired before that date.

In addition, the starting salary for Categories I and II will be 5% less than that for the corresponding steps in the salary schedule for those hired before that date.

For all Categories, the reduced starting salaries will be denoted as the "starting salary" and a new Step 1 will be added that will be permanently equidistant between the new starting salary and Step 2.

All employees hired into the Guild unit on or after the date on which the 2015-2019 Agreement is fully ratified and approved will remain in the starting salary for a minimum of 24 complete calendar months before becoming eligible to move to the next step; *i.e.*, the new Step 1, on September 1. Employees will become eligible to move to the succeeding steps on the September 1 occurring on or after the completion of the next 24 consecutive calendar month period. Step movement beyond Step 6 will occur after the completion of each subsequent 12 calendar month period; *i.e.*, on September 1.

4. **Lag Payroll:**

The Guild agrees to the implementation of a lag payroll of a reduction in pay of 6.3% of the gross pay before any deductions for each pay period commencing with the August 28, 2017 pay period and continuing until the end of the pay period in which the amount deferred in total by all full-time Guild members equals \$1,000,000.

The lag payroll will be implemented as follows:

- a) Commencing with the August 28, 2017 pay period, all Employees will have deferred 6.3% of their gross bi-weekly paycheck, before any deductions, excluding overload, are made. The bi-weekly amount deferred will include faculty base pay plus stipend or bi-weekly pay based upon the Guild salary plan. This reduction will remain in effect until the end of the pay period in which the amount deferred in total by all full-time Guild unit members equals \$1,000,000.
- b) Nothing herein will be construed as otherwise diminishing any salary or other contractual benefit set forth in the current collective bargaining agreement.

- c) All monies due to employees and which are deferred by the implementation of the lag payroll will be paid to the employees as follows:
 - i. Employees will receive from the College any deferred monies due to them upon separation from employment.
 - ii. Deferred monies will be paid to the affected Employees at the salary rate of pay in effect when it was earned.
- d) While the parties intend for the deferral to be pension neutral, they agree that only the Retirement System can make that determination, and that affected Employees will be bound by the Retirement System's determination. If a determination is adverse to an affected Employee, then the parties will meet to discuss whether and how to address that determination on a unit-wide basis.

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

Wages and Salary Schedules: Adjunct/Overload Rate will be increased at the same time and in the same amounts as the full-time salary schedules.

6. **Article II, 8 (b) Evening Coverage:**

Effective September 1, 2016, amend to provide that coverage will be provided through adjustment of hours on the day of the evening assignment.

7. **Article III, Conditions of Employment:**

A Labor-Management Committee will be formed consisting of the College President or designee, one additional member designated by the College President, the Guild President or designee and one additional member designated by the Guild President to study and provide a recommendation to the parties by no later than August 31, 2017, with regard to addressing the inequity for Chairs and Assistant Chairs of large departments compared to Chairs and Assistant Chairs of small departments. Any recommendation will be non-binding until it is reduced to writing and ratified by the College President and the Guild President.

8. **Article V, Paid Holidays:**

Delete Paragraph 4.

9. **Article VI, Insurance:**

Delete Paragraph 6.

10. **Article IX, Other Benefits:**

- a) Amend Paragraph 4 (Overtime) to change "All employees listed in Group I of the Stipend Schedule" to "Guild members working in Facilities and Maintenance, Security and Networking and Telecommunications."
- b) Amend Paragraph 2 (Conference Attendance): effective September 1, 2016, increase by \$200. Effective September 1, 2017, increase by an additional \$100.
- c) Amend Paragraph 10(h) (Professional Development/Retraining) to increase funding from \$20,000 per year to \$30,000 per year effective September 1, 2016.

11. **Amend Article X, Administrative Status as follows:**

- a) Delete Paragraph 6.
- b) Delete Paragraph 8(a, b) (Notice of Termination) and replace with the following language: "Annual letters of appointment or letters of intent to full-time Employees will be issued by April 1 of the first year of employment; February 1 of the next three years of employment; and by December 15 of the fifth year of employment, or by May 30 for Employees hired in mid-year for the first year of employment. These letters of appointment are to be signed and returned to the President within 30 calendar days. Full-time Employees entering their sixth year of employment with the College will be granted continuing appointment. Prior to being granted continuing appointment, full-time Employees will be considered to be on a probationary status. The termination or non-reappointment of a full-time Employee during the first three years of the probationary service will not be subject to review pursuant to the grievance and arbitration procedure of this Agreement. During the next two years of the probationary period, any termination, non-reappointment or failure to award a continuing appointment may be raised as a grievance, but may not be referred to arbitration pursuant to this Agreement, with the terminal step of the grievance being the College Board of Trustees.
- c) Amend Paragraph 9(c) (Disciplinary Procedures) by changing "Stage 3" to "Article XIII(2)(Step 3)."
- d) Delete Paragraph 9(d) (Disciplinary Procedures).
- e) Delete Paragraph 9(e) (Disciplinary Procedures) and amend to provide that any tenured Employee accepting appointment to a new Guild unit title by promotion or appointment will serve a probationary term of two years. A non-tenured Employee will have the Employee's term extended by two years. Failure to successfully complete the probationary term when the Employee is tenured will require the College to appoint the Employee to another position

that is in the same pay category as the position the Employee held just prior to accepting the new position.

12. **Amend Article XIII, Grievance and Arbitration Procedure:**

Effective upon the complete ratification and approval of this 2015-2019 Agreement, amend Paragraph 2, Step 5, by deleting “or by the College (if the grievance was initiated by the College).”

13. **Editorial Change:**

All references to the Board of Trustees’ approval will be amended to the President’s approval.

14. **New:**

Commencement. Effective September 1, 2015, all employees will attend Commencement in full academic regalia at least once every other year with a schedule that is established by the College President or designee.

15. **New:**

Paperless Payroll. Effective September 1, 2015, the College may implement the distribution of paychecks by direct deposit for all Employees. The pay stub will no longer be distributed in a hard copy and, instead, will be available to Employees on the secure College web page.

16. **New:**

Tobacco Free Campus. Effective September 1, 2015, the College may implement and enforce a policy of a tobacco free campus. This Agreement satisfies any duty the County may have with regard to the decision, and the impact of the decision, to implement a tobacco free campus.

17. **New:**

Weather and Other Emergencies. The implementation of the parties’ agreement to Guild proposal # 4, as modified, regarding non-essential full-time 12-month employees and their potential excusal from work when the College cancels classes due to weather or other emergency will be referred to the contractual Labor-Management Committee for resolution by not later than October 15, 2016. Issues to be discussed and agreed upon include those related to oversight and record-keeping to ensure that affected employees make up all time from which they are excused from work pursuant to this provision.

18. New:

The draft 2011-2015 collective bargaining agreement sent to the Guild on November 7, 2015 will be finalized by the County and provided to the Guild for signature. The Guild will sign the agreement and return it to the County for signature.

The County will then prepare a draft 2015-2019 collective bargaining agreement by not later than 30 calendar days from the date on which the 2015-2019 Agreement is completely ratified and approved or 30 calendar days from the date of approval from the Guild of the 2011-2015 collective bargaining agreement, whichever is later. The Guild will, within 30 calendar days from its receipt of the draft agreement, provide the County with any objections that it has to the draft.

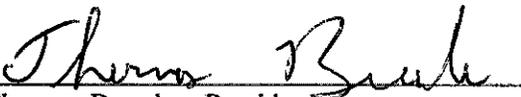
The provisions of this Stipulation of Agreement are subject to ratification by the Association membership, ratification by the County Executive and the College President and, for those provisions requiring the appropriation of additional funds, the approval of the College Board of Trustees and the County Legislature.

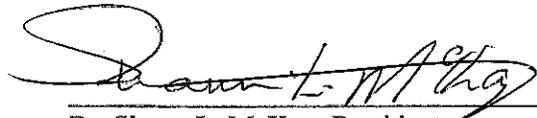
Dated: July 27, 2016

Agreed:

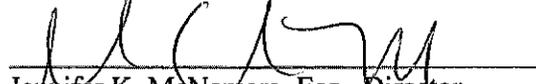
GUILD OF ADMINISTRATIVE OFFICERS

SUFFOLK COUNTY COMMUNITY COLLEGE


Thomas Breeden, President


Dr. Shaun L. McKay, President
Suffolk County Community College

COUNTY OF SUFFOLK


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