

**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 _____, 2021 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 collective bargaining agreement is extended for a period of four (4) years, from September 1, 2019 up to and including August 31, 2023, in all of its terms and conditions except as specifically modified herein.

etc

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 July 29, 2016 , which will then be modified pursuant to the terms of the 2015–2019 Stipulation of Agreement and this 2019–2023 Stipulation of Agreement.

etc

The draft 2011–2015 collective bargaining agreement sent to the Guild on December 2, 2017 will be finalized by the County and provided to the Guild for signature. The Guild will sign the agreement and return it to the College and County for signature.

The County will then prepare a draft 2015–2019 collective bargaining agreement within thirty (30) calendar days from the date of approval from the Guild of the 2011–2015 collective bargaining agreement. The Guild will, within thirty (30) calendar days from its receipt of the draft 2015–2019 agreement, provide the College with any objections it has to the draft.

The County will prepare a draft 2019–2023 collective bargaining agreement within thirty (30) calendar days from the date of approval from the Guild of the 2015–2019 collective bargaining agreement. The Guild will, within thirty (30) calendar days from its receipt of the draft agreement, provide the College with any objections it has to the draft.

2. Article II (Wages and Salary Schedules: (Guild Salary Plan)):

etc

Effective September 1, 2020, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by 1.6% at each step.

Effective September 1, 2021, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by 1.6% at each step.

Effective September 1, 2022, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by 1.6% at each step.

Effective August 31, 2023, the full-time salary schedules and the schedule of stipends, including Excellence in Education, will be increased by 1.6% at each step.

Upon complete ratification by the Guild membership, County Executive, and approval by the Board of Trustees and the Suffolk County Legislature, the increase in faculty base pay, including the Excellence in Education stipend if eligible, pursuant to the Faculty Association contract, as applicable, shall be implemented.

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Retroactive payments for the scheduled raises effective on September 1, 2020 and September 1, 2021 will be paid not later than ninety (90) days after the date on which this 2019-2023 Stipulation of Agreement is completely ratified and approved. In order to be eligible for the retroactive payments set forth herein, employees must be on active payroll as of the date on which the 2019-2023 Stipulation of Agreement is fully ratified and approved.

3. **Article III(2)(d) (Academic Chair Regular Load):**

Amend to state: "Effective September 1, 2021, excluding the time designated by the Campus Executive Dean for regular Chairs meetings, Academic Chairs shall not be restricted from teaching regular load between the hours of 9:30am and 4:00pm 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 thirty (30) days prior to the start of the semester in writing."

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a. **Article III(3)(b) (Assistant Academic Chair Workload):**

Paragraph 2, Amend to state, "Assistant Academic Chairs shall be obligated to work (5) workdays excluding holidays preceding the start of spring semester day classes.

4. **Article VI(4) (Benefit Fund):**

The \$50 increase per full-time Unit member added to the contribution rate effective September 1, 2020, and the additional \$50 per full-time member added to the contribution rate effective September 1, 2021, are deemed ratified upon full ratification of the 2019-2023 Agreement by the Guild Unit membership and the County Executive, and approval as set forth below by the Board of Trustees and the Suffolk County Legislature.

Handwritten initials: JA, et al, and a circled signature.

Amend to add a new section (c): Upon advance notice of any changes in an employee's employment status, including but not limited to, retirement, lay-off, or leave of absence prior to

the end of the semester, the Benefit Fund will reimburse the College any benefit fund payments made after a minimum 30-day grace period on a pro-rata basis.

5. **Article VII(1)(a) (Sick Leave):**

Upon complete ratification by the Guild membership, County Executive, and approval by the Board of Trustees and the Suffolk County Legislature, amend to add a new sentence after the third sentence in Paragraph 1(a) as follows: "For employees hired or appointed to a Guild position on or after September 1, 2016, such payments shall be paid at the prevailing salary rate."

6. **Amend Article IX (Other Benefits) as follows:**

(a) Effective 9/1/2021, amend Paragraph 7 (Time Off for Union Business) to delete existing language and replace with the following language: "The Guild will have available a total of fifteen (15) credit hours of reassigned time per academic year for distribution by the Guild President, at his/her option, to Guild officers to conduct Guild business. No more than three (3) such credit hours will be distributed to any officer in the academic year, except the Guild President to whom up to six (6) such credit hours may be distributed in the academic year. The Guild President will notify the College's Assistant Vice President for Human Resources of such distribution at least fifteen (15) working days prior to the beginning of each semester."

(b) Delete Paragraph 8 (Telephone Extension) and replace with the following language: "**Guild Office** – An office equipped with an active telephone extension will be made available for use of the President of the Guild for his/her Guild duties within a reasonable period of time following the complete ratification and approval of the 2019-2023 Stipulation of Agreement."

7. **Article XII (Meetings: (Labor-Management Committee)):**

A Labor-Management Committee will be formed consisting of the College President or his/her designee, an additional member of the College Administration designated by the College President, the Guild President or his/her designee, and one additional member designated by the Guild President. The Committee shall meet during the life of the Agreement to discuss only matters that are not terms and conditions of employment will be subject to the committee's jurisdiction. Nothing concerning the committee's jurisdiction, discussions and results, or lack of same, will be subject to the contractual grievance and arbitration procedures, PERB's improper practice, impasse or fact-finding procedures, or any other type of third-party review."

8. **Amend Article XIV (Rights of the Administration) as follows:**

Amend to add new paragraph as follows:

Public Health Emergency:

The Guild agrees that the College will establish and implement reasonable workplace health and safety rules, to ensure the health and safety of employees and students in connection with a public health emergency, including but not limited to a federally declared public health

emergency, a State-declared disaster or emergency involving public health, or a declared outbreak of communicable or infectious disease on campus. The College President (or his/her designee) will provide prior written notice to the Guild President of any such rule affecting Guild-represented employees and provide the Guild President with a reasonable opportunity, under the applicable circumstances, to comment and make recommendations on such rule. The College President (or his/her designee) will consider and respond to such recommendations within a reasonable timeframe prior to implementation of the rule. If the college chooses to not adopt recommendations offered by the Guild, the Guild will be provided written reason as to why the recommendation was not adopted. The Guild's consent to such rule shall not be required prior to implementation of such rule, unless the rule is inconsistent with a stated term of this Agreement. Unless mandated by a State University of New York, Suffolk County, New York State or federal requirement that all College employees who perform all or a portion of their job responsibilities on-campus or in-person are subject to vaccination, the parties agree that this provision shall not be utilized by the College to unilaterally mandate vaccination for Guild-represented employees."

The provisions of this Stipulation of Agreement are subject to ratification by the Guild 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: _____, 2021

Agreed:

GUILD OF ADMINISTRATIVE OFFICERS

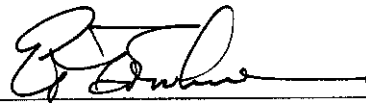
SUFFOLK COUNTY COMMUNITY COLLEGE

By:



Sean Tvelia
Guild President

By:



Edward T. Bonahue, Ph.D.
College President



Angelica Rivera
Assistant Vice President, Human Resources

COUNTY OF SUFFOLK

By:

Jennifer K. McNamara, Esq.
Director of Labor Relations