

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

Stipulation of Agreement made and entered into this 24 day of August, 2006 by and between the County of Suffolk ("the County") and the Guild of Administrative Officers of Suffolk County Community College ("Association").

1. **Term of Agreement:** The collective bargaining agreement between the parties is extended for a period of six years, from September 1, 2005 up to and including August 31, 2011 in all of its terms and conditions except as specifically modified herein.

2. **Wages and Salary Schedules: (Guild Salary Plan)**
 - Effective 9/1/05 - 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 9/1/06 – 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 9/1/07 – 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 9/1/08 – 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 9/1/09 – 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 9/1/2010 – 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, upon full ratification by the Guild membership and approval by the Board of Trustees, the Suffolk County Legislature and the County Executive, the increase in faculty base pay, including the Excellence in Education Stipend if eligible, pursuant to the Faculty Association contract, as applicable, shall be implemented.

Effective September 1, 2006, any Guild member 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. Such option must be elected no later than December 31, 2006. Thereafter, there shall be no movement between the two salary plans.

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

- Effective 9/1/05 the adjunct rate schedule shall be increased by 2% at each level.
- Effective 9/1/06 the adjunct rate schedule shall be increased by 2.75% at each level.
- Effective 9/1/07 the adjunct rate schedule shall be increased by 2.85% at each level.
- Effective 9/1/08 the adjunct rate schedule shall be increased by 2.95% at each level.
- Effective 9/1/09 the adjunct rate schedule shall be increased by 2.95% at each level.
- Effective 9/1/2010 the adjunct rate schedule shall be increased by 3% at each level.

4. **Excellence in Administration Stipend:**

Effective 9/1/07, any Guild member 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.

5. **Longevity (Article IX, (1)(a):**

- Effective September 1, 2006, each step shall be increased by \$50.
- Effective September 1, 2007, each step shall be increased by an additional \$50.
- Effective September 1, 2008, each step shall be increased by an additional \$50.
- Effective September 1, 2009, each step shall be increased by an additional \$50.
- Effective September 1, 2010, each step shall be increased by an additional \$50.

6. **Attendance at Conferences:**

Effective 9/1/05, the reimbursement amount shall be the same as the College provides for College full-time faculty.

7. **Professional Development and Retraining Article IX, (11):**

Effective upon the complete ratification and approval of the 2005-2011 Agreement, this Section shall be revised to read as follows:

"a. **Retraining:** Not later than December 1 of each year, the College will provide Guild members with a list of those disciplines or areas in which the College foresees the possibility of a future reduction in overall work load and/or a list of those disciplines or areas in which the College anticipates an increase in overall work-load. A Guild member 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, a Guild member 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 Guild member with updated knowledge or skills in any emerging area of the Guild member's discipline or in an area of expertise within the discipline which the Guild member wishes to master. It will be the responsibility of the Guild member to describe the advance(s) in the field which make the development beneficial and the use the Guild member will make of it in the College and his/her discipline or duties at the College.

c. A Guild member who wishes to participate in the development/retraining program may apply for financial assistance and/or reassigned time. Reassigned time granted a Guild member 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. Guild members granted tuition assistance under this program shall be reimbursed for the cost of tuition and related fees (less reimbursement through the SUNY and/or any 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. A Guild member 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. (Guild members 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. A Guild member shall fulfill qualifications or satisfactorily complete the retraining work no 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.* A Guild member 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 Guild member.* A Guild member 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 Guild member.)

f. In accepting retraining assistance through this provision, the Guild member 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 Guild member'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 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 dollars 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."

8. **Bereavement Leave (Article VII, (6))**: Effective upon the complete ratification and approval of the 2005-2011 Agreement, add: "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."
9. **Sick Leave (Article VII (1) (a))**: Effective September 1, 2006, change 13 to 10 sick days per year.
10. **Sick Leave (Article VII (1) (a))**: Effective September 1, 2008, the maximum pay out for unused sick leave shall be reduced to 175 days paid out of a maximum 350 days.
11. **Discipline Seniority**: Effective upon the full ratification and approval of this Agreement, amend Article III, Conditions of Employment, paragraph five (5), Discipline Seniority as follows:

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 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.

12. **Meetings:** Amend Article XII, paragraph 2 to provide that 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.
13. **Holidays, Article V paragraph 5:** Effective September 1, 2006 delete paragraph 5
14. **New:** "Emergency assignments for 12 month Guild members 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.
15. **Overload Work:** Amend the Agreement to provide that, effective January 1, 2007, no Guild member shall teach overload between the hours of 9:30 a.m. and 4 p.m. on Wednesday and Friday. Guild members 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, Guild members to teach overload during these hours when it is in the best interest of the College.

16. **Regular Load:** Amend the Agreement to provide that, effective January 1, 2007, 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, and that, 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. Guild members 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 in the best interest of the College.
17. **Building Administrators:** Effective September 1, 2006, Guild members 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.
18. **The parties agree to the following panel of arbitrators:**
 1. Howard C. Edelman
 2. Arthur A. Riegel
 3. David N. Stein
 4. Rosemary A. Townley
 5. Bonnie S. Weinstock

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 funds, the approval of the College Board of Trustees and the County Legislature.


Dated: August 24, 2006

Agreed:

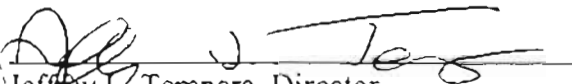
GUILD OF ADMINISTRATIVE OFFICERS


Thomas Breeden, President

SUFFOLK COUNTY COMMUNITY COLLEGE


Ilene S. Kreitzer
Executive Director of Legal Affairs

COUNTY OF SUFFOLK


Jeffrey L. Tempera, Director
Office of the County Executive
Labor Relations