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AGREEMENT, made this 31st day of July 2000, by and between THE COUNTY OF SUFFOLK (hereinafter referred to as the "County"),
and

THE GUILD OF ADMINISTRATIVE OFFICER'S OF SUFFOLK COUNTY COMMUNITY COLLEGE (hereinafter referred to as the "Guild").

ARTICLE I

Recognition

The Guild of Administrative Officer's 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:

Group

A College Associate Dean
 Institutional Services
 Facilities & Operations
 Financial Affairs

B Campus Associate Dean
 Students
 Instruction

College Director/DepartmentHead
 Theatre
 Campus Head Librarian

C College Assistant Dean
 Administration
 Financial Affairs
 Instruction
 Library
 Honors & Adult Learner

Programs

Educational Communications
College Director
Academic Computing
Admissions
Computer Center
Enrollment Management
Financial Aid

Registration
College Associate Head
Librarian

D College Director
Academic Scheduling
Developmental Program
Education Opportunity
Programs
Facilities
Security

E Campus Assistant Dean
Instruction
Special Program
Students

F College Associate Director
Admissions
Financial

Campus Director
Academic Advisement
Athletics
Business Affairs
Institutional Services
Physical Plant
Psychological Services
Student Activities
Placement

G College Assistant Director
Admissions
Computer Center
Educational Opportunity
Financial Aid
Counseling & Financial Aid

H College Coordinator
Multi-Cultural Affairs
Technical Services
Plant Maintenance
Plant Operations

I Campus Coordinator

Special Programs

J Academic Chair

L Assistant Academic Chair

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 No. 4 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 ten-month faculty salary for his/her academic or administrative rank, whichever is greater, and years of service set forth in Appendix "A" of the negotiation agreement between the County of Suffolk and the Faculty Association of Suffolk County Community College.

All persons entering this bargaining unit, into a 12 month title, following July 14th, 1999 upon which this agreement shall be approved by the County Executive following legislative, Guild membership and Board ratification, any any other member so electing within one hundred twenty (120) days following such approval, shall be compensated according to the new Guild Salary Schedule (Exhibit A). Step placement shall guarantee a minimum salary increase of 5% for those current Guild members electing the new salary schedule as described above. The new Guild Salary Schedule shall be adjusted on 9/1/00 by increasing each step by 2%. 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 Exhibit A, a Guild member 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. New Hires to the College shall be placed on Exhibit A on any of the first five steps of the relevant category in Exhibit A, at the discretion of the Board of Trustees.

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

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

4. Day Overload: Full-time members, 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. Members may teach three (3) paid overload courses or eight (8) overload hours, whichever is less, each semester, of which not more than one (1) course or four (4) 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 Guild member who chooses to teach one CS 15 or WS 12 course on a day overload basis in addition to one day overload course in his/her discipline.

The one (1) day overload course assignment or the total number of credits assigned when the option to teach CS 15 or WS 12 is exercised shall not be more than five (5) contact hours. Members may teach a maximum of twenty four (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, K of the Faculty Association contract.

With regard to the provision that permits a member to teach a CS 15 or WS 12 day overload course in addition to another day overload course in his/her discipline, the Guild and the College agree to study the effects of this provision after it has been implemented for three (3) semesters. This study shall be completed in the following semester, and the provision shall expire unless both parties agree to continue this provision.

5. Professional Assistants: Effective 9/1/94 all existing Technical Assistants and Senior Technical Assistants in the Guild shall be converted to Professional Assistant titles in accordance with Guidelines to be established between the College and the Guild. Such guidelines will be consistent with the principles and guidelines included in the Faculty Association Agreement regarding Professional Assistants.

6. Adjunct administrative salaries shall be calculated in accordance with past practice.

TITLE	96-97	1/26/98	9/1/98	9/1/99	9/1/00	9/1/01
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Admin.I	40.91	41.73	42.77	43.84	44.99	
Admin.II	47.29	48.24	49.45	50.69	52.01	
Admin.III	53.66	54.73	56.10	57.50	59.00	

NOTE: Divide hourly rate by 1.5 hours

1 credit hour = 750 minutes

750 = 12.5

60

7. Administrative Overload:

Campus duty assigned as overload shall be compensated as administrative overload as stated in Article II paragraph (6). Assignment modules will be determined in the discretion of the campus executive officer; however, such modules may be split upon approval of the campus executive officer.

The qualifications for campus duty officer positions shall be as follows, subject to revision by the Vice President for Academic and Campus 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 judgement and to handle crises; familiarity with the campus and its procedures.

ARTICLE III

Conditions of Employment

1. Division Chairpersons shall be appointed and shall serve at the pleasure of the President. Such appointment shall normally be for a period of four (4) years. Division Chairpersons shall teach one class (three hours or more) each semester except when their Division has eighty or more full-time faculty members, in which case they shall teach one class (three hours or more) each academic year. They shall be released from other teaching assignments in order to fulfill their administrative responsibilities.

2. Effective August 16, 1999, the positions of the department head and assistant department head shall be replaced with the new positions of Academic Chair and Assistant Academic Chair. 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.

3. Work/week and Work Year: The Academic Chair shall have a work year beginning August 16th and ending the following June 15th. Christmas recess, as scheduled in the college academic calendar, shall be non-working time which shall extend through, but not include, the ten 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 3 to 5 contact hours as part of regular workload, except that an additional course assignment may be made when deemed necessary by the Dean of Faculty, in such cases, office hour time shall be reduced by two clock hours for each course contact hour, and 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.

The workweek for Academic Chair shall also include 30 office/administrative hours per week scheduled between the hours of 8:00 a.m. to 6:00 p.m. over the five weekdays; these hours are subject to the approval of the Campus Dean of Faculty. Day overload shall be permitted during open time blocks in the approved work schedule so long as at least one-half hour between 11:00 a.m. and 2:00 p.m. remains free as a lunch period; such day overload shall be limited to no more than one course section per semester. This provision shall also apply to the intersession and 5-week day summer session.

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 released time may be authorized by the Dean of Faculty when justifiable by exceptionally heavy workload and with the approval of the Vice President for Academic and Campus Affairs. Day overload shall be permitted during periods not in conflict with scheduled office hours.

4. Stipends: The stipend for Academic Chair shall be the "J" level and for the Assistant Academic Chair at the "L" level; stipends and released time together shall be deemed to provide compensation for responsibilities related to supervision of day, evening and weekend programs.

On August 16, 1999 the 2% stipend increase scheduled for September 1, 1999 to Stipend Levels "J" and "L" shall be superseded by a one time \$400.00 increase.

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.

6. Flexible Work Schedule: The flexible work schedule Memorandum of Agreement dated April 15, 1994 shall be continued each summer during the cited period subject to all conditions stated in the Memorandum. However, the College may, in its sole discretion, designate on an individual or unit basis, members to a non-flexible work schedule. In addition, either party may, upon thirty (30) days written notice, cancel the flexible work day agreement.

Effective September 1, 2001, all Guild members shall be entitled to elect to do their normal duties, during nine, out of the normal ten 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/Vice President and the needs of the College shall be primary in such 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, Division Chairpersons, Department Heads and Assistant Department Heads shall receive the same vacations as afforded to members of the teaching faculty. Effective August 16, 1999 these titles are abolished.

(b) Administrators serving in such titles (Division Chairpersons, Department Heads, Assistant Department Heads or designee) shall be available to respond to calls from the Office of Instruction and/or the area clerical staff during the ten (10) business days preceding the first day of Fall semester classes and anytime in the month of January. During this period, administrators within an academic unit shall also arrange a rotational system to insure that at least a representative of the unit will be on site. The current practice on the Eastern campus will supersede the forgoing. Effective August 16, 1999 See Article III.

Definitions:

Academic Unit: At the Selden and West, Academic Chairs serve under the Dean of Faculty. At the East Campus the Dean of Faculty supervises the Assistant Deans of Faculty.

On Call: Be at a designated phone number between the hours 9:00 a.m. and 4:00 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. All twelve-month Unit IV members shall receive twenty-three (23) vacation days per year. In addition, such employees shall receive seven (7) 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.

3. It is agreed that vacation leave will be granted so as to permit all twelve-month employees at least two (2) consecutive weeks of leave per year and that every effort will be made as to assure that every twelve-month employee receives his 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. Upon separation from the College or Unit IV, payment will be granted to the employee for all unused vacation days.

ARTICLE V

Paid Holidays

1. Division Chairpersons, Department Heads and Assistant Department Heads shall receive all of the paid holidays set forth in the academic calendar as are granted to teaching faculty. Effective August 16, 1999, 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 Unit IV employees shall receive thirteen (13) paid holidays each year as mutually agreed by the parties by June 30th of each year.

3. In addition to the above holidays, twelve-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 Dean of Instruction 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.

5. In the event that a day which is a holiday for College Civil Service employees is not included in the thirteen (13) paid holidays mutually agreed upon by the parties, the usual administrative duties shall be performed on that day and a compensatory day shall be afforded the administrative employees.

ARTICLE VI

Insurance

1. The County shall provide full family health care insurance benefits to each full-time Unit IV member under the several optional hospitalization and surgical insurance policies as provided in the current State Plan and shall pay for the coverage selected by the employee from said plan in accordance with the eligibility requirement set forth by the State of New York.

2. The Guild recognizes the County's right to self-insure, change carriers or adopt a combination of self-insurance and a carrier in place of the current option offered by the State Plan. The County shall provide benefit levels in any new health insurance program that shall at all times be equal to the benefit levels provided by the State Plan during the term of this Agreement.

The County's right to have group health insurance options other than the State Plan shall be contingent upon the County maintaining the State Plan's terms, conditions and options regarding retirees.

3. The College will provide workers' compensation coverage as required by State Law.

4. Long Term Disability: Effective September 1, 1989, the County shall establish a long term disability program for full-time Unit IV members for non-job related illnesses commencing after the effective date. The long term disability benefits will commence after ninety (90) consecutive days of disability during which period accruals shall be applied. The benefit to be paid shall be two-thirds (2/3) of the employee's annual pay up to a maximum of four hundred fifty (\$450.00) dollars per week for a period of up to two (2) years. Members may apply accruals to supplement disability pay up to full salary. (See detailed procedure in Appendix B).

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

(b) The County contribution to such fund will be at the same rate as that contributed per person on behalf of the Faculty Association members.

6. The County will assure that each full-time Unit IV employee covered by retirement plans will have a death benefit of at least fifty thousand (\$50,000) dollars, so that where a retirement or pension plan paid by the County provides less than a fifty thousand (\$50,000) dollar death benefit, the County will provide the difference between the amount paid and fifty thousand (\$50,000) dollars.

7. Employee Assistance Program: The County will provide an Employee Assistance Program (EAP) to cover members and their families. Such program will either be independent or part of the relevant Benefit Fund outlined in Articles Vi, 5(a) and 5(b).

ARTICLE VII

Paid Leaves

1.(a) Sick Leave: At the beginning of each school year, each Unit IV employee shall be credited with a 13 day sick leave allowance to be used for absences caused by illness or physical disability of the employee. The unused portion of such allowance shall accumulate indefinitely, and shall be paid for upon retirement or death, at the rate of one (1) day to be paid for every two (2) days accumulated up to a total of 180 days paid for 360 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) Family Illness - Unit IV employees shall be eligible to use up to five (5) 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.

(c) 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 of Unit IV shall, after using all accumulated sick leave, be paid for absences due to illnesses exceeding twenty (20) days on the basis of one (1) pay period at one-half pay for each full year of continuous service with the College. The career aggregate of such extended pay periods shall not exceed the number of years of service. However, any Unit IV employee who has exhausted his/her sick days and extended pay periods benefits, will be entitled to a minimum of one (1) pay period at one-half pay after additional period of illness exceeds twenty (20) days provided this additional period of illness is separated from any previous benefit period by at least ninety (90) days.

3. Compassionate Leave: On a case-by-case basis, as approved by the Guild and the County, a Unit IV member shall be permitted to contribute his/her

unused sick days to another Unit IV member on a catastrophic sick leave who has exhausted his/her accumulated time.

Guidelines for contributions under this provision are as follows:

1. A catastrophic illness shall be defined as an illness of grave medical seriousness.
 2. Any Unit IV member is eligible to receive or contribute sick days under this provision.
 3. Contribution of sick time by a Unit IV member shall be totally voluntary.
 4. Sick days shall be exchanged under this provision at the rate of one (1) sick day contributed for one (1) sick day received regardless of the rank or the step of either the contributing or receiving Unit IV member.
 5. Once a situation has been identified, the College will notify all Unit IV members of the name and approximate number of days needed by the Guild member as well as the date when such contributions should be made.
 6. 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.
 7. 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 Unit IV 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 Unit IV 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 (2) days of his/her contributed time before all contributors are charged one (1) 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 Unit IV member in a particular case, the date(s) of the contribution(s) and the total number of contributed days left.
8. Records of such sick day contributions and disbursal shall be considered confidential, but the Guild has the right to review the records.

9. A Unit IV 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.

10. A Unit IV 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. Such Unit IV 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.

11. Matters relating to the catastrophic sick leave pool provision shall not be subject to Article XIII of this contract.

4. Personal Leave: Upon prior notification, paid leave up to five (5) days (four (4) days for ten-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. Effective 1/1/94, 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 agreement between the County of Suffolk and the Faculty Association of Suffolk County Community College.

6. Bereavement Leave: An employee shall be granted four (4) 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 (2) leave days will be granted at the discretion of the administration. Employees are expected to notify their supervisor as soon as possible.

7. Sabbatical Leaves: Employees covered by this agreement shall be eligible for a sabbatical leave after six (6) years of continuous service at the College and shall become eligible for subsequent sabbatical leaves after each subsequent six (6) year period of continuous full-time service at the College. Subsequent sabbatical leaves shall not occur at less than four (4) year intervals. Upon return from a sabbatical leave, the employee agrees to remain in a full-time position for a minimum of one (1) year.

a. Sabbatical applications reviewed by a committee, with four members appointed by the president and four members by the union, and recommendations to award shall be made by a majority.

b. Recommendations are made based upon merit, with all applications reviewed "blindly".

c. The committee shall make a recommendation on the period of the sabbatical, with two (2) four month sabbaticals to be at full pay, two (2) eight month sabbaticals at 75% pay, and two (2) one year sabbaticals at half pay; alternatively, the sabbatical can be awarded with released time of up to 50 days with the expectation that the Guild member would maintain primary responsibility for carrying out his/her duties.

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 existing criteria, applicant must demonstrate that 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, 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 said leave.

8. Retirement Incentive: Eligible administrators must be at least 55 years old, with 20 years of college service, as of August 31, 1999;

a. This provision will only be effective upon the election of 5 administrators to take such benefit;

b. The benefit shall be \$1,000 for each year of college service to a maximum incentive of \$25,000;

c. The irrevocable election to retire must be made in writing delivered to the president no later than June 15, 1999 for retirement no later than August 31, 1999, provided, however, that if the threshold number is not reached the retirement may be withdrawn.

ARTICLE VIII

Unpaid Leaves

Employees covered by this agreement shall be granted the unpaid leaves as are granted to members of the faculty under the provisions of the agreement between the County of Suffolk and the Faculty Association of Suffolk County Community College including maternity 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:

Years of Service	Amount
10 - 14	\$ 750
15 - 19	\$1,250
20 - 24	\$1,750
25 - +	\$2,000

(b) "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 of Suffolk. In such 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) Unit IV members 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. a. Conference Attendance: The County agrees to reimburse a full-time Unit IV member for expenses up to three hundred (\$300.00) dollars for attending one or more professional conferences of his/her choice with the recommendation of the appropriate Administrative Officer from September 1 to August 31 of each academic year. Effective September 1, 1994, Article IX (2), the maximum amount of expense reimbursement for attendance at conference shall be increased to four hundred dollars (\$400.00). 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 member's discipline or his/her professional responsibilities. If application for conference attendance is submitted at least six (6) weeks in advance of such conference, the Unit IV member shall receive at least two (2) weeks prior notice from the Administration concerning the application.

b. Effective 9/1/98 expenses shall be covered up to \$850.00 every two years (2 years) for a full-time Guild member.

3. a. The County agrees to set aside one thousand (\$1,000.00) dollars per year to reimburse Unit IV members whose total allowable expenditures for an approved professional related conference exceeds three hundred fifty (\$350.00) dollars. Effective September 1, 1994, this amount shall be increased to four hundred and fifty dollars (\$450.00). Additional reimbursement shall be distributed among those eligible in an amount not to exceed actual expenditures. In the event that after such distribution, funds are still available, members who have incurred extraordinary conference expenses shall be equally reimbursed up to the amount allowable by the balance of the fund for the fiscal year. Application for additional conference attendance reimbursement must be made at the same time that the original conference request is submitted. Eligibility for additional reimbursement from the pool shall be for amounts over four hundred and fifty dollars (\$450.00) (IX(#)).

b. Effective 9/1/98 3a above shall be deleted.

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

5. 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 forty (40) in any calendar week, it being understood that the regular work week is thirty-five (35) hours. In the event such 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 therefor shall be made within a reasonable period of time thereafter.

6. Agency Shop: An agency shop shall remain effective during the term of this agreement.

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

8. Time Off for Union Business: The Guild President, or his/her designee, shall be granted three (3) credit hours release time per semester if a ten (10) month employee, or four (4) hours per week if a twelve (12) month employee or twenty (20%) of his/her responsibilities each semester, whichever is greater. The Guild President, or his/her designee, shall be granted five (5) days each year to conduct union business.

9. A telephone extension shall be made available for use of the Guild.

10. Continuing Education: Consistent with the needs of the College, the County shall permit Unit IV 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.

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

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

A Guild member who wishes to participate in the retraining/development program may apply for tuition assistance. Ten (10) month Guild members may ask for release time not to exceed a total of twenty-four (24) credit hours during a maximum of four (4) years. Twelve (12) month Guild members may use professional enrichment days. 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 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. A Guild member receiving release time under 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 of Administrative Officers, 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.

A Guild member shall fulfill qualifications or satisfactorily complete the retraining/development work not later than forty-eight (48) months* after the assistance commences and shall thereafter continue in the employ of the College for the next four (4) academic semesters unless otherwise notified by the College. A Guild member 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 (4) semesters, shall be required to reimburse Suffolk County for all monies paid under this provision to the Guild member.

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

Fifteen (15) 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 \$15,000.00 per year commencing September 1, 1994. 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.

12. Admission to Courses:

a) A full-time Unit IV member who has served more than four (4) semesters may be admitted under a tuition reimbursement plan up to four (4) credits offered in the College per semester, provided the member secures prior approval from the Dean of Instruction and successfully completes the course. Tuition for such courses shall be paid by the County. Non-credit courses, which are now or formally job related, shall be reimbursed using the accepted conversion rate.

b) The spouse and dependent children of full-time Unit IV members who have been employed at the College four (4) or more consecutive semesters may be admitted to courses offered by the College under a tuition reimbursement plan. Full-time members are entitled to a maximum of 24 credits per year. This reimbursement is subject to registration/enrollment requirements and successful completion of the course. Tuition for such courses shall be paid by the County.

c) Except under extraordinary circumstances and when approved by the Dean of Instruction, dependent children and spouses shall not take courses taught by parents or spouses.

ARTICLE X

Administrative Status

1. (a) Unit IV employees shall continue to retain their faculty status

and academic rank and all rights and benefits. Unit IV employees seeking promotion in academic rank shall be bound by such procedures and criteria as may exist for other College employees seeking promotion in academic rank. Unit IV 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 (3) contact hours or more per year for the minimum number of years of service required for promotion to the next rank.

(b) Effective June 26, 1999, Article X 1(a) shall be amended to provide that the paragraph applies only to members of the Guild on that date and continues for all ten month Guild personnel thereafter, and does not apply to any twelve month personnel new to the College employment hereafter. 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 twelve-month administrative officers:

Professor of Administrative Services
Associate Professor of Administrative Services
Assistant Professor of Administrative Services
Instructor of Administrative Services
Senior Technical* Assistant of Administrative Services
Technical* Assistant of Administrative Services

* (Professional)

Administrative Officers may seek promotion in administrative rank. The criteria for promotion in administration 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. Twelve-month employees hired after June 26, 1999 from outside the College, shall not be applicable to above.

3. Administrators desiring a full-time Unit III position shall file a notice of intent no later than thirty (30) days period 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 thirty (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. Twelve-month employees hired after June 26, 1999 from outside the College, shall not be applicable to this section.

5. Full-time faculty including but not limited to Unit IV 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 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 (6th) 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 (5) 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 such charges until after the expiration of thirty (30) calendar days from the date of service of notice of such charges upon the person involved, during which time, such 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.

8. Unit IV members shall be permitted to request daytime (9:15 a.m. to 4:00 p.m.) overload teaching assignments in accordance to the duties performed in a supervisory or administrative capacity in connection with the evening program of the College. This opportunity is extended to all Unit IV employees when such day overload is assigned by the Dean of Instruction with the approval of the Executive Vice President.

9. Job Descriptions: The College, in consultation with the Guild, shall develop/revise job descriptions for Unit IV positions with instructional responsibility. Upon request of the Guild President, the Guild shall be furnished with job descriptions for all Guild titles.

10. New Titles: In the event of the creation of new titles in the Unit IV, 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.

11. Lateral Transfers: Effective September 22, 1994 the following procedures for lateral transfer to comparable position in the Guild Category shall apply:

1. When the Supervisor is notified of an impending departure from one of the Guild positions covered by this procedure, the Provost or Immediate 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.

2. The Provost and the Immediate 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.

3. If the Provost 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.

12. Acting Titles: As per present practice, when a member agrees to fill a position on an acting basis and the Board of Trustees appoints the member to the Acting title, the member shall receive the appropriate increased rate for such title for the term of the appointment. Effective June 26, 1999 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.

13. Effective June 26, 1999 the President per past practice shall notify each Guild member of his/her eligibility for academic and/or administrative promotion and the appropriate timelines to be met.

14. Effective June 26, 1999 all Guild full time position openings and vacancies shall be posted promptly on the Suffolk list (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.

15. Effective June 26, 1999 if any twelve-month Guild position is abolished, the affected twelve-month Guild member 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.

16. Effective June 26, 1999 terms and conditions of employment shall be as per the Faculty Association agreement during any teaching responsibilities assigned to Guild members.

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. The President of the Guild shall be sent copies of Board minutes and agenda when distributed to Board members.

3. Effective June 26, 1999 the College President will select one (1) bargaining unit member from among four (4) proposed by the Guild to serve on the Presidential Search Committee in a capacity equal to that of other members of the Committee.

4. Effective June 26, 1999 all Committee's established in accordance with the Collective Bargaining Agreement shall be deemed advisory in nature.

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 fifteen (15) working days of the occurrence giving rise to the grievance or within fifteen (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 Unit IV 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 (3) 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 (7) 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 (7) working days, it shall be presented in writing by the aggrieved employee and/or the Guild to the Director of Personnel and Labor Relations.

Step 5: If the grievance is not settled at Step 4 within seven (7) 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 by the Suffolk County PERB. Effective September 22, 1994 arbitrators shall be appointed by American Arbitration Association, and bound by its rules, whose decision shall not alter, amend, add to or detract from the provisions of this 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 fifteen (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 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.

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

This Agreement shall become effective September 1, 1997 and shall continue in effect until August 31, 2002.

THE GUILD OF ADMINISTRATIVE OFFICERS OF SUFFOLK COUNTY
COMMUNITY COLLEGE: COUNTY OF SUFFOLK:

By: _____
Thomas L. Breeden Robert J. Gaffney
President Suffolk County Executive

David S. Greene, Director
Personnel & Labor Relations

Date: _____

GUILD SALARY PLAN

3/1/98 --8/31/00

	CATEGORY I A & B	CATEGORY II C,D &E	CATEGORY III F	CATEGORY IV G,H &I
1 51,442	69,035	63,990	59,984	
2 53,143	70,733	65,671	61,648	
3 54,899	72,472	67,396	63,359	
4 56,714	74,254	69,167	65,117	
5 58,589	76,080	70,984	66,928	
6 60,526	77,951	72,849	68,786	
7 62,527	79,868	74,763	70,694	
8 64,594	81,831	76,727	72,656	
9 66,729	83,844	78,743	74,672	
10 68,935	85,905	80,812	76,744	
11	88,018	82,935	78,874	
12	90,182	85,114	81,063	
13	92,400	87,350	83,312	
14	94,672	89,645	85,624	

9/1/00 -- 8/31/01

	CATEGORY I A & B	CATEGORY II C,D &E	CATEGORY III F	CATEGORY IV G,H &I
1	70,416	65,270	61,184	
52,471				
2	72,148	66,984	62,881	
54,206				
3	73,921	68,744	64,626	
55,997				
4	75,739	70,550	66,419	
57,848				
5	77,602	72,404	68,267	
59,761				
6	79,510	74,306	70,162	
61,737				
7	81,465	76,258	72,108	
63,778				
8	83,468	78,262	74,109	
65,886				
9	85,521	80,318	76,165	
68,064				
10	87,623	82,428	78,279	
70,314				
11	89,778	84,594	80,451	
12	91,986	86,816	82,684	
13	94,248	89,097	84,978	

9/1/01 -- 8/31/02

	CATEGORY I A & B	CATEGORY II C,D &E	CATEGORY III F	CATEGORY IV G,H &I
1	71,824	66,575	62,408	

53,520			
2	73,591	68,324	64,139
55,290			
3	75,399	70,119	65,919
57,117			
4	77,254	71,961	67,747
59,005			
5	79,154	73,852	69,632
60,956			
6	81,100	75,792	71,565
62,972			
7	83,094	77,783	73,550
65,054			
8	85,137	79,827	75,591
67,204			
9	87,231	81,924	77,688
69,425			
10	89,375	84,077	79,845
71,720			
11	91,574	86,286	82,060
12	93,826	88,552	84,338
13	96,133	90,879	86,678
14	98,496	93,267	89,083

STIPEND RATES

9/1/97 - 8/31/02

97-98 98-99 99-00 00-01 01-02

A COLLEGE ASSOCIATE DEAN	17,233	17,578	17,930	18,289
18,655				
B CAMPUS ASSOCIATE DEAN	16,114	16,436	16,765	17,100
17,442				
CAMPUS HEAD LIBRARIAN				
C COLLEGE ASSISTANT DEAN	15,555	15,866	16,183	16,507
16,837				
COLLEGE DIRECTOR				
ASSOCIATE HEAD LIBRARIAN				
D COLLEGE DIR.OF ACAD SCHED/	14,715	15,009	15,309	15,615
15,927				
COLLEGE DIR. OF SECURITY				
E CAMPUS ASSISTANT DEAN	14,155	14,438	14,727	15,022

15,322

F CAMPUS DIRECTOR 13,595 13,867 14,144 14,427
14,716

G COLLEGE ASST. DIRECTOR 12,474 12,723 12,977 13,237
13,502

H COLLEGE COORDINATOR/ 12,052 12,293 12,539 12,790
13,046
CAMPUS ASSISTANT DIRECTOR

I CAMPUS COORDINATOR 11,633 11,866 12,103 12,345
12,592

J CHAIRMAN 7,256 7,401 7,801 7,957 8,116

K DEPARTMENT HEAD 5,856 5,973 NONE NONE NONE

L ASSISTANT DEPARTMENT HEAD 4,457 4,546 4,946 5,045 5,146