

LABOR AGREEMENT

BETWEEN

BROOME COMMUNITY COLLEGE
AND THE COUNTY OF BROOME

AND

BROOME COMMUNITY COLLEGE
ADMINISTRATIVE GUILD

9/1/2021~8/31/2024

INDEX

| | <u>Page</u> |
|-------------------------------------------------------------|-------------|
| ARTICLE 1 – PURPOSE | 3 |
| ARTICLE 2 – WAIVER | 3 |
| ARTICLE 3 – RECOGNITION | 3 |
| ARTICLE 4 – RECIPROCAL RIGHTS..... | 4 |
| ARTICLE 5 – DEFINITIONS..... | 5 |
| ARTICLE 6 - NO STRIKE PLEDGE | 5 |
| ARTICLE 7 – PLEDGE AGAINST DISCRIMINATION AND COERCION..... | 5 |
| ARTICLE 8 – DISTRIBUTION OF AGREEMENT | 6 |
| ARTICLE 9 – SAVINGS CLAUSE..... | 6 |
| ARTICLE 10 – MAINTENANCE OF BENEFITS..... | 6 |
| ARTICLE 11 – SICK LEAVE | 7 |
| ARTICLE 12 – BEREAVEMENT LEAVE | 10 |
| ARTICLE 13 – LEGAL LEAVE | 10 |
| ARTICLE 14 – VACATION LEAVE | 11 |
| ARTICLE 15 – HOLIDAYS | 11 |
| ARTICLE 16 – TUITION ASSISTANCE REIMBURSEMENT | 12 |
| ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY | 12 |
| ARTICLE 18 – MILITARY LEAVE OF ABSENCE..... | 13 |
| ARTICLE 19 – TRAVEL ON COLLEGE BUSINESS | 13 |
| ARTICLE 20 – LIFE INSURANCE | 13 |
| ARTICLE 21 – HEALTH INSURANCE | 13 |
| ARTICLE 22 – RETIREMENT..... | 15 |
| ARTICLE 23 – LIABILITY PROTECTION..... | 15 |
| ARTICLE 24 – DUES DEDUCTIONS | 16 |
| ARTICLE 25 – TERMINATION OF PAY..... | 16 |
| ARTICLE 26 – COMPENSATION | 16 |
| ARTICLE 27 – LONGEVITY SERVICE PAY | 17 |
| ARTICLE 28 – MISCELLANEOUS BENEFITS | 17 |
| ARTICLE 29 – REOPENING NEGOTIATIONS | 18 |
| ARTICLE 30 – TAX SHELTER PROGRAM..... | 18 |
| ARTICLE 31 – TERMINATION..... | 18 |
| ARTICLE 32 – USE OF FACILITIES..... | 19 |
| ARTICLE 33 – PERSONNEL FILES | 20 |
| ARTICLE 34 – INDIVIDUAL AGREEMENTS | 20 |
| ARTICLE 35 – WAIVER OF TUITION..... | 20 |
| ARTICLE 36 – TEACHING OPPORTUNITIES..... | 21 |
| ARTICLE 37 – POSTINGS AND PROMOTIONS..... | 22 |
| ARTICLE 38 – GRIEVANCE | 22 |
| ARTICLE 39 – LEAVE FOR UNION BUSINESS | 23 |
| ARTICLE 40 – DURATION AND EFFECTIVE DATE OF AGREEMENT..... | 24 |

ARTICLE 41 – JOB REVIEW24

ARTICLE 42 – LABOR MANAGEMENT COMMITTEE24

ARTICLE 43 – ANNIVERSARY DATE IN TITLE24

ARTICLE 44 – PERFORMANCE REVIEW.....25

ARTICLE 45 – EARLY RETIREMENT INCENTIVE25

ARTICLE 46 – DENTAL INSURANCE26

ARTICLE 47 – SHARED GOVERNANCE LEADERSHIP.....26

ARTICLE 48 – HEALTH INSURANCE OPT-OUT26

ARTICLE 49 – PROFESSIONAL DEVELOPMENT / PERFORMANCE /
PRODUCTIVITY RECOGNITION INCREMENT27

Appendix A Guild Minimums – 2021-22; 2022-23 and 2023-24 29

AGREEMENT

WHEREAS, Chapter 392 of the Laws of 1967 as amended (hereinafter) referred to as the Taylor Law) empowers Broome Community College and the County of Broome, hereinafter collectively referred to as Employer, College or County to recognize employee organizations for the purpose of negotiating collectively in the determination, and administration of grievances arising under the terms and conditions of employment of public employees, as more particularly provided and set forth in said Chapter, and to negotiate and enter into written agreements with such employee organizations in determining the terms and conditions of employment; and

WHEREAS, the Taylor Law further provides that, when an employee organization has been certified or recognized pursuant to provisions thereof, the Employer shall be, and hereby is, required to negotiate collectively with such employee organization in the determination and administration, or grievances arising thereunder, the terms and conditions of employment of the public employees as provided therein, and to negotiate and enter into written agreements with such employee organizations in determining such terms and conditions of employment; and

WHEREAS, the Guild of Broome Community College has been recognized by the Employer as such an employee organization for those employees hereinafter defined.

NOW, THEREFORE, pursuant to and in consideration of the above and the mutual covenants herein contained, it is stipulated and agreed, as follows:

ARTICLE 1 – PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Employer and the Guild.

ARTICLE 2 – WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 3 – RECOGNITION

Both parties hereto agree to meet and confer on any newly created positions with Administrative responsibilities to assist in the determination of the disposition of said positions.

The Employer recognizes the Guild of Broome Community College as the sole and exclusive representative of the Assistant Bursar, Assistant Controller, Assistant

Director for Technology Services, Assistant Director of Administrative Information Systems, Assistant Director of Admissions, Assistant Director of Admissions/International Student Services, Assistant Director of Athletics, Assistant Director of Campus Safety and Security, Assistant Director of Community Education, Assistant Director of Computing Resources, Assistant Director of Financial Aid, Assistant Director of Financial Aid/Operations, Assistant Director of Financial Aid/Veterans Affairs, Assistant Director of Networking/ Telecommunications, Assistant Director of Placement, Assistant Director of Public Safety, Assistant Director of Security and Health, Assistant Director of Student Financial Services, Assistant Director of Student Support Services, Assistant Director of Workforce Development, Assistant Director of the Ice Center, Assistant Registrar, Assistant to Director for Custodial Services, Assistant to Director of Campus Operations for Custodial Services, Assistant to Director of Campus Operations for Physical Plant, Assistant to Director of Campus Operations for Technical Services, Assistant to Director of Facilities Management for Capital Project Development, Space Utilization & Energy Management, Assistant to the President for Institutional Initiatives, Assistant to the Vice President for Administrative and Financial Services, Assistant to the Vice President for Student & Community Affairs, Banner Project Manager, Bursar, Director of Admissions, Director of Alumni Affairs, Director of Athletics, Director of Campus Operations, Director of Campus Operations/Ice Center, Director of Campus Safety and Security, Director of Career and Academic Services, Director of Community Education, Director of Computing Services, Director of Continuing Education and Workforce Development, Director of Contracted International Education, Director of Educational Opportunity Program, Director of Enrollment Services, Director of Facilities Management, Director of Financial Aid, Director of Health & Safety, Director of Health and Wellness Center, Director of Information Technology Services, Director of Institutional Research & Planning, Director of International Education, Director of Marketing & Communications, Director of Marketing, Communications and Public Information, Director of Networking/Telecommunications, Director of Placement, Director of Publications, Director of Sponsored Programs, Director of Student Activities, Director of Student Development Services, Director of Student Financial Services, Director of Student Support Services, Director of Tech-Prep, Director of Web and Media Resources, Director of Workforce Development, Director of the Ice Center, Director of the Learning Resources Center and Learning Assistance Department, Environmental Health and Safety Coordinator, Grant Program Director I, Grant Program Director II, Registrar, Resource Compliance Officer, Special Events Coordinator, Senior Staff Assistant, Senior Staff Assistant – Research Analyst, Staff Assistant – Generic, Staff Assistant – High School & Community Services, Staff Assistant – Ice Center, Staff Assistant – Learning Initiatives, Staff Assistant – Maintenance, Staff Assistant – Tech Prep, Student Rights and Responsibility Coordinator, and Training Coordinator.

ARTICLE 4 – RECIPROCAL RIGHTS

The Employer recognizes the rights of those employees represented by the Guild for the purpose of negotiating collectively with the Employer in the determination of terms and conditions of employment.

The Employer agrees to furnish the Guild a list of those covered by this Agreement showing date of employment, present rank and present salary.

It is agreed that neither party, in any future negotiations, shall have control over the selection of the negotiating representative of the other party.

The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by the Guild, be limited only by the specific and expressed terms of this Agreement and other statutory provisions.

ARTICLE 5 – DEFINITIONS

As used in this Agreement, unless otherwise specified, the following terms shall mean:

1. **"College"** – Broome Community College.
2. **"College Board"** - The Board of Trustees of Broome Community College.
3. **"Legislature"** - The County Legislature of Broome County.
4. **"Party"** - The Guild and/or the Employer.
5. **"Employee"** - Professional staff as defined in Article 3.
6. **"Employer"** – Broome Community College.
7. **"Guild"** - Those employees referred to in Article 3.
8. **"Base Salary"** - The annual salary exclusive of any supplemental salary received or any other forms of additional compensation paid to the employee in connection with his/her normal professional obligation.

ARTICLE 6 – NO STRIKE PLEDGE

The Guild affirms that it does not assert any right to engage in a strike against the Employer or to cause, instigate, encourage or condone a strike or to impose any obligation upon its members to cause, instigate, encourage or condone a strike.

ARTICLE 7 – PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, disability or handicapping condition or for any reason whatsoever. The Guild shall share equally with the Employer the responsibility for applying this provision of the Agreement, when it can be established that the Guild, either wholly or in part, has administrative responsibility thereunder.

The Employer agrees not to interfere with the rights of employees to become members of the Guild, and there shall be no discrimination, interference, restraint, or coercion by the Employer, and/or Employer representative against any employee

because of Guild membership or because of any employee activity in an official capacity on behalf of the Guild.

ARTICLE 8 – DISTRIBUTION OF AGREEMENT

The Employer shall furnish to the Administrative Guild fifty (50) copies of this contract within a month after the Agreement is executed.

ARTICLE 9 – SAVINGS CLAUSE

Should any Article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, section or portion thereof, but all other provisions or applications will continue in full force and effect.

ARTICLE 10 – MAINTENANCE OF BENEFITS

The following fringe benefits and only these shall continue in effect after the expiration of this Agreement and until a successor agreement is negotiated: sick leave, bereavement leave, insurance, pension, legal leave, vacation, holidays, military leave, health insurance and salary. This provision shall become void at the onset of any job action or participation in any job action contrary to law.

In the event it appears that a violation of the job action prohibition may have occurred, the President of Broome Community College shall, on the basis of such investigation and affidavits as he/she may deem appropriate, determine whether or not such violation has occurred and the date or dates of such violation. If the President of Broome Community College determines that such violation has occurred, he/she shall further determine, on the basis of such further investigation and affidavits as he/she may deem appropriate, the names of employees who committed such violation and the date or dates thereof. Such determination shall not be deemed to be final until the completion of the procedures provided for in this provision.

Objections and Restoration. Any employee covered under this Agreement determined to have violated this job action prohibition may object to such determination by filing with the President of Broome Community College (within twenty {20} days of the date on which notice was served or mailed to him/her) his/her sworn affidavit, supported by available documentary proof, containing a short and plain statement of the facts upon which he/she relies to show that such determination was incorrect. Such affidavit shall be subject to the penalties of perjury.

If the President of Broome Community College shall determine that the affidavit and supporting proof establishes that the employee did not violate this job action prohibition, he/she shall sustain the objection. If the President of Broome Community College shall determine that the affidavit and supporting proof fails to establish that

the employee did not violate this provision, he/she shall dismiss the objection and so notify the employee.

If the President of Broome Community College shall determine that the affidavit and supporting proof raises a question of fact which, if resolved in favor of the employee, would establish that the employee did not violate this provision he/she shall appoint a hearing officer to determine whether in fact the employee did violate this job action prohibition after a hearing at which employee shall bear the burden of proof. If the hearing officer shall determine that the employee failed to establish that he/she did not violate this subdivision, the President of Broome Community College shall so notify the employee.

If the President of Broome Community College sustains an objection or the hearing officer determines on a preponderance of the evidence that such employee did not violate this job action prohibition, the President of Broome Community College shall forthwith restore to the employee any rights suspended, and so notify the chief fiscal officer who shall thereupon cease all further deductions and refund any deductions previously made pursuant to this provision. The determinations provided in this paragraph shall be reviewable pursuant to Article Seventy-Eight (78) of the Civil Practice Law and Rules.

ARTICLE 11 – SICK LEAVE

1. **Sick Leave Credits.** A credit for sick leave under this Article shall be accrued at the rate of one (1) working day per month for each month of service to an unlimited total accumulation. No credit for sick leave under this Article shall be allowed unless the employee shall have been on full pay status for at least fifty percent (50%) of the working days of the calendar month.
2. **Reason for Granting Sick Leave.** Sick leave with pay may be granted in accordance with this Article to an employee when incapacitated or unable to perform the duties of his/her position by reason of:

Sickness or injury. Included in this provision, is absence necessary because of a serious illness of the employee's spouse, child who lives at home or family member who is a resident of the employee's home, of a nature that requires the care and attendance of the employee - not to exceed five (5) days in any calendar year.

Quarantine regulations.

Medical or dental visits.

Upon prior notification to an employee's immediate supervisor, one (1) sick day per year may be utilized for urgent personal business. Such personal day shall not accumulate from year to year nor shall it be taken in conjunction with either holidays or vacation.

Effective January 1, 2011, three (3) sick days per year may be taken as personal leave days. These days may be used in one-half (1/2) day increments. Such personal day shall not accumulate from year to year nor shall they be taken in conjunction with either holidays or vacation.

3. **Absence.** When absence is required under this Article, the employee shall report daily to his/her supervisor. Such reporting shall be within the time limits set by the supervisor. Failure to report within the stated time limits, unless for reasons satisfactory to the supervisor, will result in the absence not being charged to sick leave and shall be without pay.
4. **Sick Leave Records and Reports.** The College shall maintain an accurate record of the attendance and sick leave status of each employee. An employee shall be given a record of their accumulated sick leave credits upon request.
5. **Transfer of Sick Leave Credits.** In case of transfer to another County department or bargaining unit, accumulated sick leave shall be transferred with the employee, and they shall receive credit in the department to which they are transferred.
6. **Absence for Sickness for Less than Four (4) Hours.** Absence for less than one-half (1/2) day shall not be chargeable on an hourly basis.
7. **Absence Due to Injuries Arising Out of the Course of Employment.** Sick leave time used by an employee for an absence occasioned by an injury incurred during the course of his/her employment and covered by or under the Workers' Compensation Law will be reinstated in full only when the employee returns to work following such work-incurred injury and only when the Workers' Compensation Board has determined and made an award indicating benefits are due for the period of absence in question, and it is further understood and agreed a condition for such reinstatement in full of sick leave time shall be that the employee shall not again use such accumulated sick leave time for any future or subsequent absence in any way occasioned by or related to such work-incurred injury.

Unusual cases shall be subject to review and consideration of the Department of Risk and Insurance of the County and of the College Department of Human Resources.

8. **Sick Leave Bank.**

There shall be a mandatory Sick Leave Bank to be administered jointly by the College President and the Guild.

- (b) All members of this Sick Leave Bank shall contribute two (2) days a year to begin, and one (1) day each year thereafter of their own accumulated sick leave days to the Bank, when such employee has accumulated two (2) days and membership shall continue until the employee is no longer eligible.

Employees may apply to the sick bank if they meet all the following conditions:

1. They have exhausted their personal sick leave.
2. They are suffering from a prolonged illness or a prolonged non-work related injury.
3. Verification, provided on an employee leave certification form, from a physician that they are incapacitated from working.
4. They shall serve a waiting period per illness or injury starting from the onset of their injury or illness as follows:
 - 4.1 During the first (1st) year of employment four (4) working days.

During the second (2nd) year of employment nine (9) working days.

During the third (3rd) year and thereafter of employment fifteen (15) working days.
 - 4.2 The above-stated waiting period shall be satisfied by any combination of paid sick leave, unpaid sick time, vacation, or compensatory time.
 - 4.3 In the event that an employee returns to work from a covered illness or injury (sick bank eligible) and has a relapse of the identical condition within one (1) year a new waiting period shall not be necessary.
 - 4.4 In the event that an employee returns to work from a covered illness or injury and suffers a new illness or injury (which is sick bank eligible) within one (1) year a new waiting period shall not be necessary.
 - 4.5 In the event an employee exhausts all of their personal sick leave, and suffers a new illness or injury they shall be construed to be at their first (1st) year of employment for the purposes of the waiting period described in sub-paragraph (4.1).

Each employee eligible to draw sick bank, shall be entitled to up to one hundred (100) days per illness or injury.

Any members requesting will be furnished the Sick Leave Bank balance at his/her request.

If, on the day an employee covered by this agreement, who is enrolled in the sick leave bank, leaves the employment of the college, the daily balance

of the sick leave bank is below two hundred fifty (250) days, the employee will be permitted to deposit as much of his/her accumulated sick leave into the bank as is necessary to increase the daily balance to two hundred fifty (250) days. This section shall not be applicable to any employee invoking Paragraph 5 of this Article.

ARTICLE 12 – BEREAVEMENT LEAVE

Eligible employees shall be granted up to three (3) days to arrange for and attend a funeral in the event of the death of a member of the immediate family. Immediate family here to include spouse, life-partner, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother-in-law or father-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law of the employee or any person who is an actual member of the employee's household.

One (1) day bereavement leave will be allowed to attend the funeral of the aunt or uncle of the employee or the employee's spouse.

Employees may apply to the President or his/her designee for permission to take leave of up to three (3) days for the funerals of relatives not listed above. Provided, however, that in the event that an excessive amount of travel is involved, the employee may request an additional day of bereavement; such request shall be made by the employee to the President who may grant or deny such request in his/her absolute discretion. Denial of such leave shall not be subject to the grievance procedure.

Employees may also use up to five (5) days of their sick leave if additional time away is needed. In order to use one (1) or more days of the sick leave time, the employee's presence must be necessary and verifiable to the College's satisfaction.

ARTICLE 13 – LEGAL LEAVE

1. An employee covered by this Agreement shall be excused from work if he/she is subpoenaed as a witness by anybody empowered by law to compel attendance by subpoena. There shall be no deductions from pay which are inconsistent with "salaried status" under the Fair Labor Standards Act from a unit member's pay for attendance in legal proceedings as a witness. Court appearances where the employee is a party to the action are not covered by this section.
2. Jury Duty. Any member of the bargaining unit shall be excused from work for such jury service which conflicts with his/her work without loss of pay. All pending instances of jury duty shall be reported to his/her supervisor immediately upon receipt of notice therefor. The College may request documentation to substantiate a bargaining unit member's actual jury service. The employer will continue the employee's regular pay while on jury duty.

ARTICLE 14 – VACATION LEAVE

All employees covered by this Agreement shall be credited with one and three-quarters (1 3/4) vacation days per month for a total of twenty-one (21) per year. Vacations shall be approved by the appropriate Vice President or his/her designee, and every reasonable effort will be made to comply with the employee's desire. Unused vacation days may be carried over to the next year in an amount up to thirty-two (32) days.

To qualify for the month, the employee must be on full pay status for fifty percent (50%) of the working days that month. Authorized accumulation of unused vacation days shall be paid at termination.

In case of transfer to another County department or bargaining unit, accumulated vacation leave shall be transferred with the employee, and they shall receive service credit for accrual purposes in the department to which they are transferred.

ARTICLE 15 – HOLIDAYS

1. **Listed Holidays.** The days prescribed by law for the observance of New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Election Day, Veteran's Day, Juneteenth, and the day before Thanksgiving shall be observed as holiday comp days, except where there is a conflict with the academic year. When an employee is assigned to work on an observed holiday by their supervisor, they will be granted a compensatory day in lieu of the observed holiday worked.
2. Holidays falling on Saturday or Sunday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the Monday following shall be observed as a holiday.
3. When regular classes are held the employee shall be granted a compensatory day in lieu of the holiday worked. Compensatory days accumulated under this provision must be taken within the fiscal year in which they are earned.
4. Holiday Curtailment (December) - The College will close during the week between Christmas and New Year, also known as curtailment. No vacation time will be charged for the curtailment period as approved by the College. If a Guild member is assigned to work a day during the holiday curtailment period by their supervisor, they will be granted a compensatory day in lieu of the curtailment day worked.

ARTICLE 16 – TUITION ASSISTANCE REIMBURSEMENT

Each fiscal year, Twenty-Five Thousand Dollars (\$25,000) shall be made available for job related tuition reimbursements and professional certifications/credentials.

Reimbursement for tuition assistance according to Guild guidelines shall require:

- (a) Proper application.
- (b) Proper approval.
- (c) Proof of passing the course, or proof of attendance if no grading system is available.

Reimbursement will only be made after A, B & C above are met.

The above fund shall be separate and distinct from the SUNY reimbursement fund.

If an employee obtains tuition assistance reimbursement from any other source he/she may only receive tuition assistance under this article on a pro-rated basis.

This fund is not intended to duplicate tuition assistance obtained from another source or sources.

ARTICLE 17 – LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay may be granted for reasons such as:

1. Child Rearing
2. Extended Illness
3. Education
4. Other

Application for leave without pay shall normally be filed by the employee ten (10) days in advance on the prescribed form, with whatever documentation is requested by the President of the College, with the immediate supervisor. The application shall state the reasons for the requested leave and the duration thereof. If approved by the immediate supervisor, the application shall be submitted to the appropriate Vice President and, if approved by the Vice President, to the President of the College or his/her designee. All requests for leaves of absence without pay over ninety (90) days duration will be approved by the President of the College or his/her designee and submitted to the Board of Trustees for final approval.

An employee granted a leave of absence hereunder shall be entitled to any salary adjustment to which that employee would have been entitled had he/she not been on a leave of absence. There shall be no deductions from pay which are inconsistent with "salaried status" under the Fair Labor Standards Act for leave under this Article.

When an employee is absent without authorized leave for a period of ten (10) working days, such absence shall be deemed to constitute a resignation, effective on the date of the commencement of such absence. The failure of the employee to return to his/her position within ten (10) work days following the expiration of a leave of absence, or extension thereof, shall constitute a resignation which, for purposes of determining eligibility for a reinstatement, shall be deemed to be effective as of the date of the commencement of such leave of absence. Nothing herein shall be deemed to excuse the unauthorized absence of an employee or his/her failure to return to his/her position upon the expiration of an authorized leave of absence, and any such failure may be regarded as misconduct in an appropriate disciplinary proceeding.

ARTICLE 18 – MILITARY LEAVE OF ABSENCE

An employee, other than a temporary, part-time or provisionally-appointed employee, who is required to render ordered military or naval duty, shall be granted military leave if absent pursuant to Section 243 of Military Law. Any such employee shall, upon returning to College employment within ninety (90) days following the date of his/her military discharge, be reinstated at the same salary he/she would have received had he/she been able to remain on the job. There shall be no deductions from pay which are inconsistent with "salaried status" under the Fair Labor Standards Act for leave under this article.

ARTICLE 19 – TRAVEL ON COLLEGE BUSINESS

Effective upon the signing of this contract, any member of the bargaining unit traveling on College business shall follow the current travel procedures, flowchart, and allowances and guidelines included in the Broome Community College purchasing guidelines and procedures.

ARTICLE 20 – LIFE INSURANCE

The Employer agrees to pay the premium for a group life insurance program to provide each covered employee with a Five Thousand Dollar (\$5,000) policy.

ARTICLE 21 – HEALTH INSURANCE

1. Effective September 1, 2015, the Employer shall provide health insurance coverage at the benefit levels not less than those in effect on September 1, 2010, to present.
2. Effective January 1, 2022, the employer shall contribute the following towards the full premium annually for employees covered under this Agreement:

| | |
|---------------------------|---------------|
| Effective <u>01/01/22</u> | <u>83%</u> |
| Effective <u>01/01/23</u> | <u>82.25%</u> |
| Effective <u>01/01/24</u> | <u>81.50%</u> |

Effective January 1, 2022, the Employer shall contribute the following towards the full premium, annually for their dependents:

| | |
|----------------------------|---------------|
| Effective 01/01/ <u>22</u> | <u>83%</u> |
| Effective 01/01/ <u>23</u> | <u>82.25%</u> |
| Effective 01/01/ <u>24</u> | <u>81.50%</u> |

3. For employees hired March 1, 1979 or before retiree health insurance eligibility shall be effective after five (5) years of service. For employees hired after March 1, 1979, retiree health insurance eligibility shall be effective after ten (10) years of service. For employees hired after May 1, 2022, retiree health insurance eligibility shall be effective after fifteen (15) years of service. In either case the employee must be retirement eligible. For eligible employees who retire after September 1, 1986 the County shall provide medical health insurance coverage. The rate and benefit levels shall be the same as in effect for active employees, and will change if the plan for active employees' changes.

4. A pre-admission certification program, with the following intent:

Pre-Admission and Concurrent Review Programs, stress pre-treatment and concurrent utilization review rather than retrospective study of incurred claims. The program evaluates and monitors all hospitalization requests, including emergency admissions and extensions of previously reviewed admissions. Not only does the program screen out potentially unnecessary confinements but also monitors prolonged hospitalizations that are often overlooked or simply forgotten. The mere existence of the program may significantly reduce hospital utilizations through the "Sentinel Effect".

The program emphasizes frequent and open lines of personal communication between the review staff and the hospital, physician, and employee. Medical consultants recognize differences in individual patients and their health problems when reviewing the proposed confinement and length of stay. They also alert the physician and patient to alternative treatment programs that may better suit the needs of the patient. Since all elective non-emergency admissions will need to be pre-certified, elements of other individual cost containment programs such as mandatory ambulatory surgery, mandatory surgical opinions and control of weekend admissions automatically will be incorporated into the program.

In the event that the above intent is not met by the County, this Article only may be reopened, and the resulting agreement shall then be implemented. In any event, contract language shall substitute for the above intent.

Prescription Card Co-pay shall be as follows:

From 1/1/07

| | |
|-----------------------------------|---------|
| Non-generic drug | \$20.00 |
| Generic drug | 7.50 |
| Generic drug not available | 7.50 |
| Mail Order Maintenance Situations | 2.50 |

5. Effective January 1, 2007, health insurance deductibles will be One Hundred Fifty Dollars (\$150) per person and Four Hundred Dollars (\$400) per family.
6. The Guild agrees to take part in a county-wide labor management committee to review the current health insurance plan and to reopen the contract on this issue if all other bargaining units agree to also.
7. The Guild may bring flexible benefits and/or other health insurance related issues to the table when the current plan is reviewed.
8. Long-term disability policy, six (6) month waiting period, with premium to be paid by employer for full-time eligible employees after completing one (1) year of service.
9. The College will maintain the flexible spending plan established in accordance with Section 125 of the Internal Revenue Code. For IRS Section 125 deductions for premium health insurance pre-tax conversation, once the employee elects or chooses not to elect pre-tax savings, said election shall remain in effect until voluntarily changed by the employee with notice in writing to the Human Resources Officer.
10. The Labor Management Committee shall be established to participate in a College task force whose purpose is to develop a proposal to reduce health insurance costs through a health and wellness initiative to be shared with Broome County.

ARTICLE 22 – RETIREMENT

Employees covered under this Agreement are entitled to coverage under the Retirement Systems of the State of New York, subject to the current plan in effect and approved by the Broome County Legislature and the Broome Community College Board of Trustees.

Coverage provided to employees under this section shall meet all the requirements of the current law governing such matters.

ARTICLE 23 – LIABILITY PROTECTION

1. Insurance: The Employer shall provide through the Broome County Self Insurance Program general liability insurance with a combined single limit of One Hundred Thousand Dollars (\$100,000) per occurrence to protect Guild members against property and bodily injury claims arising out of, and in the course of, their employment.
2. Indemnification: The Employer shall indemnify Guild members as required by Education Law Section 6308, as such Law may from time to time be amended.

ARTICLE 24 – DUES DEDUCTIONS

1. The Employer will deduct from the wages of employees represented by the Administrative Guild from whom it has received written authorization to do so, the required amount of membership dues and other authorized deductions. All amounts deducted by the Employer in accordance with this Article will be remitted to the Guild on a regular monthly basis. The revocation rights of an employee relating to payroll deductions are recognized by the Guild under this Agreement in accordance with applicable New York State Law.
2. It is understood and agreed that the provisions of this Article shall be subject to the requirements of applicable law. The Union agrees to indemnify and save the Employer harmless from any and all claims, suits, judgments, attachments and from any other form of liability arising out of or resulting from any deduction from wages made in accordance with this Article, or from any other acts of the Union done for purposes of complying with this Article.

ARTICLE 25 – TERMINATION OF PAY

Members covered by this Agreement who resign shall give two (2) weeks minimum notice and shall receive monies equal to the difference between salary earned and salary paid which has accumulated to the effective date of resignation.

ARTICLE 26 – COMPENSATION

1. Effective September 1, 2021, each unit employee of record as of September 1, 2021, will receive a general wage increase of two percent (2%) plus an additional Three Hundred Fifty Dollars (\$350) added to his/her annual salary.
2. Effective September 1, 2022, each unit employee of record as of September 1, 2022, will receive a general wage increase of two percent (2%) plus an additional Eight Hundred Seventy-Five Dollars (\$875) added to his/her annual salary.
3. Effective the first pay period in September, 2023, each unit employee of record as of September 1, 2023, will receive a general wage increase of two percent (2%) plus an additional Eight Hundred Seventy-Five Dollars (\$875) added to his/her annual salary.
4. The minimum salaries for full-time unit positions and hourly rates for part-time unit positions will be increased two percent (2%) on September 1, 2021, two percent (2%) on September 1, 2022, and two percent (2%) on September 1, 2023, as shown in Appendix A.

The Parties shall form a committee for the purpose of reviewing the minimum salaries contained in the Agreement. The committee shall consist of two (2) members appointed by the College and two (2) members appointed by the President of the Association. The committee shall make a recommendation to the Parties for adjustments to the minimum salaries no later than January 1,

2023. If the committee's recommendation is accepted by both the College and the Association and agreed upon by both, it shall be reduced to writing.

5. Lump sum payments (not added to base):

A lump sum annual payment that is *not* added to the base salary shall be paid no later than the second paycheck in July of each year to each full-time regular Guild employee on staff as of July 1st and calculated as follows:

Fifty Thousand Dollars (\$50,000) less the amount payable to full-time Guild members taking the early retirement incentive (Article 45 of this Agreement) through the end of the fiscal year (August 31st), divided by the number of full-time regular Guild employees on staff as of July 1st.

6. Each member appointed to a new or different position represented by the Association will be placed within the appropriate salary range (represented by the corresponding grade in Appendix A), based upon an evaluation of his/her education, experience, demonstrated ability, and market conditions. This salary placement shall be determined in a fair and equitable manner using a standard documented procedure. In the event of the creation of a new position, the College will meet with the Association to review the placement of the new position on the appropriate grade.

ARTICLE 27 – LONGEVITY SERVICE PAY

Each employee covered by this Agreement shall be paid a longevity payment of Three Hundred Dollars (\$300) annually upon completion of his/her fifth (5th) year of continuous service, an additional Three Hundred Dollars (\$300) annually upon completion of his/her tenth (10th) year of continuous service, an additional Three Hundred Dollars (\$300) annually upon completion of his/her fifteenth (15th) year of continuous service, an additional Three Hundred Dollars (\$300) annually upon completion of his/her twentieth (20th) year of continuous service, and an additional Three Hundred Dollars (\$300) annually upon completion of his/her thirtieth (30th) year of continuous service.

An authorized leave of absence without pay of one (1) year or less shall not result in an interruption of said years of continuous service but shall in no event be used in computation of the said years of continuous service as set forth above.

The longevity payment provided for in this Article shall be in lump sum payments on or about November 1st of each year.

ARTICLE 28 – MISCELLANEOUS BENEFITS

1. Physicals, X-rays and Immunizations.

- a) Physical examinations required by the College or the County shall be paid for by the College and shall be administered by the physician(s) employed

by the College, or any physician chosen by the employee at the College rate.

ARTICLE 29 – REOPENING NEGOTIATIONS

A party shall notify the other, in writing, no sooner than April 1st, but prior to April 15th of the year this Agreement expires, that such party wishes to open negotiations within thirty (30) days from the date of notification.

ARTICLE 30 – TAX SHELTER PROGRAM

1. Pursuant to Article 8c of the Education Law of the State of New York and subject to the prior approval of the Board of Trustees of the State University and the prior approval of the Commissioner of the Internal Revenue Service, employer agrees to continue the Special Annuity Program for employees electing to enter into an agreement with employer for the reduction of their annual salaries for the purpose of purchasing annuity contracts.
2. A "fiduciary agent" deduction shall be set up, with the understanding that the agent shall be the same agent as used by other College personnel currently.

ARTICLE 31 – TERMINATION

1. All employees appointed to positions covered by this Agreement serve at the discretion of the President.
2. For full-time employees hired August 31, 1999, or earlier, should the President terminate for any reason, the services of any employee covered under this Agreement, the following procedure will be used:

Employees who served five (5) years or more of continuous service in an administrative or teaching capacity, shall be given twelve (12) months written notice, with pay.

Employees who have served two (2) years or more of continuous service in an administrative or teaching capacity, shall be given nine (9) months written notice, with pay.

Employees who have served the College in an administrative or teaching capacity for less than two (2) years, shall be given six (6) months written notice, with pay.

For full-time employees hired on or after September 1, 1999, should the President terminate for any reason the services of any full-time employee covered under this Agreement, the following procedures will be used:

Employees who have served in an administrative or teaching capacity for more than three (3) years of continuous service shall receive six (6) months written notice with pay.

Employees who have served in an administrative or teaching capacity for over one (1) year to three (3) years of continuous service shall receive three (3) months written notice with pay.

Employees who have served in an administrative or teaching capacity for more than six (6) months to one (1) year continuous service shall receive six (6) weeks written notice with pay.

Employees who have served in an administrative or teaching capacity for six (6) months or less of continuous service shall receive two (2) weeks written notice with pay.

3. During the time that the employee has received notice, and before they leave College employment proper work performance shall be required.
4. The College may preclude an employee from performing duties while on notice, and if placed on notice, and precluded from performing duties then all College/County property must be returned immediately or notice with pay is cancelled. Unused vacation and compensatory days certified to by the administration shall be paid in a lump payment with the termination check.
5. Prior to said termination notices, for those employees eligible for retirement under the plans set forth in Article 22 of this agreement, said members shall be given the opportunity to initiate proceedings leading to said retirement.
6. In the event that position is eliminated due to a reduction of services (i.e. including the expiration grant funding) the employee affected will have the right of first refusal to any vacant or newly created Guild position for which he/she is qualified. This right shall remain in effect for one (1) year after elimination of the position. The right to determine the appropriateness of qualifications remains with the College.
7. Part-time temporary employees who are terminated prior to the expiration of their temporary appointment will be given seven (7) days' notice with pay.
8. Temporary employees who are terminated at the end of their temporary appointment will not be given any additional notice. In no event will a temporary employee be entitled to pay beyond the expiration date of his/her temporary appointment.

ARTICLE 32 – USE OF FACILITIES

Facilities and resources of the College belong to the taxpayers and they may be used at the discretion of the Administration and with the approval of the Broome Community College Board of Trustees only.

Any consumable resource used shall be subject to reimbursement. The use of the College facilities and resources which will result in any kind of remuneration must be approved by the President or his/her designee prior to usage in writing. Said written authorization shall designate the permitted use of said facility, the duration of said use and the charge by the College, if any, for said use.

ARTICLE 33 – PERSONNEL FILES

The Administration shall maintain two (2) personnel files, an open file and a closed file for each member of the bargaining unit. The open file shall contain all materials accumulated after the person's initial appointment to the College. Entries shall be made on a timely basis, with a copy to the individual involved, and shall be available for review by the individual or his representative upon reasonable notice. The individual shall have the right to review any of the materials contained therein. The individual may copy anything in the open file in the presence of the Human Resources Officer or his/her designee.

The open file shall be maintained by the appropriate administrator. The closed file shall contain only the materials accumulated prior to the individual's starting date at the College. There shall be no other personnel files maintained. Any time material is removed from the individual's file, a copy of said removal shall be forwarded to the individual noting same has been removed.

ARTICLE 34 – INDIVIDUAL AGREEMENTS

There shall be no individual agreements.

ARTICLE 35 – WAIVER OF TUITION

Full-time employees and their dependents will be permitted to take credit bearing courses offered at the College without payment of tuition if they meet all the following conditions:

1. Space is available. Space is defined as the course quota (number of seats available in all sections of the particular course as set up by the College).
2. In cases where a letter grade is chosen, a passing grade is required.
3. Dependents shall be spouse and children.
4. The waiver covers tuition and fees for credit bearing courses taken by the employee only. The waiver does not apply to fees for courses taken by spouse/dependent(s) or to courses offered through Continuing Education.
5. There shall be no limit on the amount of courses.
6. Priority will be given to all employees over any dependent.

7. If one or more persons covered by this clause are registered and enrollment is at the course quota level, then all such persons shall be responsible to pay the tuition cost.
8. If payment becomes necessary, for any reason other than grade, they must be made by the end of the second week of classes.
9. Enrollment shall be compared to the course quota on the last day of the first full week of classes.
10. Tuition payment will be based on the credit hourly rate, up to twelve (12) credit hours.
11. If payment becomes necessary, due to a person not passing a course, payment shall be made within two (2) weeks after the issuance of the grade.
12. Persons covered herein are responsible for completing and submitting a waiver form to the Student Accounts Office at the time that tuition is due.
13. All waiver forms shall be approved by the College President or his/her designee. Approval shall not be unreasonably withheld.
14. Any person covered herein who fails to make timely, proper or full payments shall be barred from taking advantage of this benefit until such payment is made.
15. Any person covered herein who withdraws after the tenth (10th) week of classes shall be required to pay for the full cost of the course. Repayment may be waived in extraordinary circumstances at the discretion of the College President or his/her designee. The President or his/her designee's determination shall not be subject to the contract grievance procedure. Provided, however, if an employee is terminated or voluntarily leaves employment after the tenth (10th) week of the semester and is enrolled in the class, the tuition waiver shall remain in effect.
16. Full-time employees and their dependents will be permitted to audit credit bearing courses offered at the college without payment of tuition.
17. All of the above shall apply to mini-courses except as follows:
 - a) This waiver is for tuition cost only. Any other course cost, even if included in the tuition fee such as travel, tickets, etc., will be borne solely by the employee.
 - b) Mini-courses may be taken only when they meet the prescribed cost quotas.

ARTICLE 36 – TEACHING OPPORTUNITIES

Employees covered by this contract may be permitted to teach evening classes at the College for which they are qualified. The determination of qualifications is the sole responsibility of the Administration and is not subject to any outside jurisdiction.

ARTICLE 37 – POSTINGS AND PROMOTIONS

When an employee has been selected to be promoted to a higher paying job within the unit, his/her new rate of pay shall be determined by negotiation. However, in no event shall the raise be less than minimum for the new position or less than ten percent (10%) more than the person's pre-promotion salary.

All positions which the President of the College approves to be filled will be posted for a minimum of two (2) weeks. The Association will be represented on the search and selection committee for the hiring of the President, Vice President, and all Association positions.

Within one (1) week of receiving notice that an Association member will be vacating a position, the College will inform the Association that such notice has been given.

Within one (1) month of receiving notice that an Association member will be vacating a position, the College will provide a tentative plan and anticipated timeline for the vacated position to the Association including but not limited to:

- a. Whether a modification to the job duties, department, or use of the position is anticipated.
- b. Plan for how the work of the position will be accomplished if it is not being refilled.
- c. If the position is being refilled, and interim plan for how the work of the position will be accomplished until it is filled.
- d. Tentative timeline of completion.

No search conducted by the College for a vacant Association position shall be waived without the written consent of the Association.

ARTICLE 38 – GRIEVANCE

The Employer and the Guild acknowledge a necessity for a simplified grievance procedure to handle the administration of grievance as defined here-under.

The term "grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one or more of the provisions of this agreement; provided, however, that such terms shall not include additions of new positions or the discontinuance of existing positions, retirement benefits, promotions, transfer, assignments of employees and termination.

Step 1. If an employee determines that a grievance exists, the employee, with or without representation of the Guild, shall, within thirty (30) days of the knowledge of the alleged grievance or dispute, bring the alleged grievance or dispute

to the attention of his/her immediate supervisor. At the earliest possible time convenient to both, but in any event within ten (10) working days of receipt by the immediate supervisor of the alleged grievance, the employee, with or without representation of the Guild, shall discuss the grievance with his/her immediate supervisor.

If the immediate supervisor of the grievant is the President of the College, the grievant shall skip Step 1 and proceed, within thirty (30) days of the knowledge of the alleged grievance or dispute, directly to Step 2.

Nothing in this step shall preclude the Guild from initiating the grievance procedure in behalf of two (2) or more employees having a common grievance.

Step 2. If the grievance is not settled at Step 1 to the satisfaction of the employee within two (2) working days of the discussion with his/her immediate supervisor, the employee may, within ten (10) working days, submit the grievance in the form of a written statement to the President of the College. The written statement shall be signed by the employee involved and shall contain a concise statement of the nature of the grievance in reference to the section or sections of this agreement claimed violated. Within five (5) working days of receipt of said written statement by the President, a meeting between the President and/or his/her representatives and two (2) representatives of the Guild will be arranged to discuss the grievance. Within five (5) working days of said meeting, the President shall render his/her decision in writing to the Guild.

Step 3. If the grievance is not settled at Step 2, no later than twenty (20) working days after receipt of a decision at Step 2 the Guild may submit the matter to arbitration by making written submission to the American Arbitration Association with a copy to the Human Resources Officer.

The rules of the American Arbitration Association shall thereafter apply in the selection of an arbitrator and all matters relating to the conduct of a hearing. Any costs for the services of the arbitrator shall be borne equally by the Guild and the Employer. The decision of the arbitrator shall be final and binding upon the Guild and the Employer, and the arbitrator shall be without authority to add to, delete, or modify the provisions of this Agreement. Provided, however, that if the Arbitrator finds a violation, misinterpretation or inequitable application of the terms and conditions of employment specifically covered by one (1) or more of the provisions of this agreement, the Arbitrator's award shall not be retroactive in its effect any earlier than thirty (30) working days preceding the filing of the grievance.

ARTICLE 39 – LEAVE FOR UNION BUSINESS

Members of the Union, with supervisory approval, shall be allowed paid time off for processing grievances (inc. PERB) and attendance at grievance hearings (inc. PERB). Further, a maximum of four (4) employees shall be allowed paid time off for attendance at negotiation sessions held during the work day. All other time off shall be chargeable to vacation, compensatory days, or unpaid time off.

Leave will be granted to any Guild member to attend Union sponsored conference or workshops without loss of pay. The leave granted herein shall not exceed a total of twenty-five (25) employee days/year. The twenty-five (25) employee days are understood to be the total sum of days allowed to the Guild for all employees represented under this agreement. Written notice for such leave, certified by the President of the Guild must be presented to the appropriate Vice President at least five (5) working days prior to the requested leave time. The twenty-five (25) days herein provided shall include travel time.

ARTICLE 40 – DURATION AND EFFECTIVE DATE OF AGREEMENT

This agreement shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024.

In the event that any unit of College employees reaches a tentative agreement, (meaning member ratified and employer approved), (as determined by the Association), the Parties agree to reopen negotiations if so requested in writing by the Association.

ARTICLE 41 – JOB REVIEW

If an employee or his/her supervisor believes that a unit job has substantially and materially changed, a proposal may be submitted to the Human Resources Officer.

The Human Resources Officer shall review the position and issue his/her decision within ninety (90) days of receipt of the proposal. If a change is approved by the Human Resources Officer it shall be forwarded to the President, Trustees and the Office of the Chancellor for their discretionary approvals. This shall be non-grievable. The Human Resources Officer will inform the impacted member of the results and rationale of the job review, in writing, at the time the member is notified of the determination.

ARTICLE 42 – LABOR MANAGEMENT COMMITTEE

There shall be established a labor management committee whose purpose shall be to discuss and seek solutions to problems, both immediate and potential. In addition, the Guild may use this as an opportunity to express opinions on the future direction of the College. This committee will meet at the request of either party.

The composition of the committee shall be mutually agreed by the parties.

ARTICLE 43 – ANNIVERSARY DATE IN TITLE

1. For the purposes of this agreement, the term “anniversary date in title” shall mean the day upon which the employee assumed the duties and responsibilities of a particular title, whether on a temporary, provisional, probationary or

permanent basis, as reflected in the Personnel Data Record on file in the Department of Human Resources.

2. For the purposes of this agreement the date upon which an employee returns from a leave of absence, other than military, sabbatical, educational or Workers' Compensation for a cumulative period of more than six (6) months during the twelve (12) months preceding his/her anniversary date in title shall thereafter be utilized as his/her anniversary date in title.

ARTICLE 44 – PERFORMANCE REVIEW

In the interest of providing systematic information on an employee's job performance he/she will at minimum receive a formal written performance review from his/her supervisor on an annual basis.

This performance review will be performed annually coinciding with the employee's anniversary date in title.

ARTICLE 45 – EARLY RETIREMENT INCENTIVE

Any full-time bargaining unit member hired before September 1, 2006, who has at least ten (10) years of full-time service at the College and is otherwise eligible for retirement under the rules of the applicable retirement system, and who submits an irrevocable notice of retirement no later than sixty (60) days in advance of the intended date of retirement, is eligible for this retirement incentive.

| | |
|--------------------------------------------------------|----------|
| After ten (10) years of service at the College | \$10,000 |
| After fifteen (15) years of service at the College | \$15,000 |
| After twenty (20) years of service at the College | \$20,000 |
| After twenty-five (25) years of service at the College | \$25,000 |

The College will budget annually Fifty Thousand Dollars (\$50,000). Unused incentive funds will be distributed to full-time members on staff as of July 1st annually in accordance with Article 26 of this agreement.

The lump sum payment is to be placed in a tax-deferred plan subject to any and all applicable laws, rules and regulations including but not limited to those of the Internal Revenue Service.

A bargaining unit member who accepts this retirement incentive shall be precluded from also receiving any other retirement incentive offered by New York State, Broome County or the College.

ARTICLE 46 – DENTAL INSURANCE

Effective January 1, 2022, the Employer shall contribute the following towards the full premium for employees covered under this Agreement:

| | |
|----------------------------|---------------|
| Effective 01/01/ <u>22</u> | <u>83%</u> |
| Effective 01/01/ <u>23</u> | <u>82.25%</u> |
| Effective 01/01/ <u>24</u> | <u>81.50%</u> |

Effective January, 1, 2022, the Employer shall contribute the following towards the full premium for their dependents of a plan selected by the College:

| | |
|----------------------------|---------------|
| Effective 01/01/ <u>22</u> | <u>83%</u> |
| Effective 01/01/ <u>23</u> | <u>82.25%</u> |
| Effective 01/01/ <u>24</u> | <u>81.50%</u> |

ARTICLE 47 – SHARED GOVERNANCE LEADERSHIP

Effective July 1, 2018, should a unit member be designated to assume the annual responsibility for chairing a shared governance body – the Council on Academic Issues, the Council on Operational Issues or the College Assembly – she/he shall receive the sum of Seven Thousand Five Hundred Dollars (\$7,500) for the twelve (12) month period of such service September through August divided over the pay periods available during the assignment. If appointment becomes necessary for less than the full twelve (12) month period, the annual sum will be pro-rated accordingly.

Should a unit member be designated with Supervisor’s approval for non-instructional positions, to assume the annual responsibility for providing approximately six (6) hours per week of professional support services for Shared Governance she/he shall receive the sum of Six Thousand Dollars (\$6,000) for such service September through August divided over the pay periods available during the assignment. If appointment becomes necessary for less than the full 12-month period, the annual sum will be pro-rated accordingly.

Regular job duties must be completed during the regular number of work hours each week with flex time arranged as necessary.

ARTICLE 48 – HEALTH INSURANCE OPT-OUT

An eligible employee who properly submits documentation to waive or withdraw from participation in the employer provided health insurance plan because she/he has other health insurance coverage, will receive commencing in January of 2017, and thereafter in January of each subsequent calendar year, the sum of One Thousand Twenty-five Dollars (\$1,025) annually, which will be paid evenly over twenty-six (26) pay periods of each calendar year the employee is eligible but does not elect to participate in the health plan.

To be eligible, the employee must submit written notice to the College waiving or opting out of health insurance coverage, including proof of health coverage, for each year during the annual Fall open enrollment period.

**ARTICLE 49 – PROFESSIONAL DEVELOPMENT / PERFORMANCE /
PRODUCTIVITY RECOGNITION INCREMENT**

A committee shall be established in order to develop a Professional Incentive and Development initiative for Guild members. The committee shall consist of eight (8) individuals, four (4) selected by the Guild and four (4) selected by the College. The Committee shall convene for the first time no later than December 1, 2016. The plan shall be implemented no later than May 1, 2017. Any awarded increments will be added to the member's annual salary.

The Professional Development Review Committee, hereinafter the Review Committee, shall maintain and implement the Professional Development and Incentive Plan. The Plan shall provide for salary increments for degree and non-degree awards, inclusive of incentive awards for member performance and productivity. The Plan shall cap professional development and incentive awards to individual members. Incentive awards for individual members shall not exceed Two Thousand One Hundred Twenty-Five Dollars (\$2,125)/year or Six Thousand Two Hundred Fifty Dollars (\$6,250) lifetime. Professional Development degree and non-degree awards for individual members shall not exceed Six Thousand Dollars (\$6,000). Lifetime individual member maximum for all award increments (Incentive and Professional Development) shall not exceed Twelve Thousand Two Hundred Fifty Dollars (\$12,250).

Awards related to this article will be distributed in accordance with the Guild Professional Development Plan. The Plan shall be reduced to writing and kept on record by the Employer and the Guild and not altered without the mutual agreement of both. Any awarded increments shall be added to the member's annual salary.


The details regarding disbursements will be kept in the separate plan document maintained outside of the CBA by the parties.

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 APPROVAL.

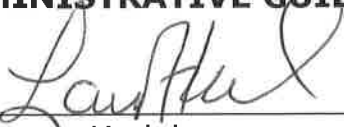
IN WITNESS WHEREOF, the parties hereto have set forth their signature on the dates noted hereafter,

SUNY BROOME COMMUNITY COLLEGE

By: 
Dr. Kevin E. Drumm
President

Date: 05/06/2022

SUNY BROOME COMMUNITY COLLEGE ADMINISTRATIVE GUILD

By: 
Laura Hodel
President

Date: 5/6/2022

WITNESS:



WITNESS:



APPENDIX A - GUILD MINIMUMS -2021-22; 2022-23; 2023-24.

| APPENDIX A GUILD MINIMUMS | | CONTRACT Settled | | |
|----------------------------------------------------------------------------------------|-------|------------------|------------|-----------|
| | | 2021-22 | | |
| | | 261 | Days | |
| | | 2.0% | GWI* | |
| TITLE | GRADE | Annual Salary FT | Biwkly FT | Hourly PT |
| Staff Assistant - Generic | 2 | \$44,970 | \$1,722.99 | \$22.97 |
| Staff Assistant - High School and Community Services | | | | |
| Staff Assistant - Ice Center | | | | |
| Staff Assistant - Learning Initiatives | | | | |
| Staff Assistant - Maintenance | | | | |
| Staff Assistant - Tech Prep | | | | |
| Senior Staff Assistant | 3 | \$45,648 | \$1,748.97 | \$23.33 |
| Senior Staff Assistant - Research Analyst | | | | |
| Assistant Director of Admissions/International Student Services | 4 | \$46,326 | \$1,774.94 | \$23.67 |
| Assistant Director of Placement | | | | |
| Assistant Director of Student Support Services | | | | |
| Assistant to the Vice President for Student and Community Affairs | | | | |
| Assistant Director of Athletics | 5 | \$48,806 | \$1,869.96 | \$24.93 |
| Assistant Director of the Ice Center | | | | |
| Assistant Bursar | 6 | \$52,689 | \$2,018.74 | \$26.93 |
| Assistant Director of Admissions | | | | |
| Assistant Director of Campus Safety and Security | | | | |
| Assistant Director of Community Education | | | | |
| Assistant Director of Computing Resources | | | | |
| Assistant Director of Financial Aid | | | | |
| Assistant Director of Financial Aid - Veterans Affairs | | | | |
| Assistant Director of Student Financial Services | | | | |
| Assistant Director of Workforce Development | | | | |
| Assistant to Dir Campus Operations for Custodial Services | | | | |
| Assistant to Dir Campus Operations for Technical Services | | | | |
| Assistant to VP for Administrative and Financial Affairs | | | | |
| Director of Alumni Affairs | | | | |
| Director of Contracted International Education | | | | |
| Director of Publications | | | | |
| Director of Tech Prep | | | | |
| Environmental Health & Safety Coordinator | | | | |
| Grant Program Director I | | | | |
| Resource/Compliance Officer | | | | |
| Special Events Coordinator | | | | |
| Student Rights and Responsibilities Coordinator | | | | |
| Training Coordinator | | | | |
| Assistant Director of Financial Aid - Operations | 7 | \$58,815 | \$2,253.45 | \$30.05 |
| Assistant to Dir Campus Operations for Physical Plant | | | | |
| Assistant to Director for Custodial Services | | | | |
| Asst to Dir of Facilities Mang for Capital Project Dev, Space Utilization & Energy Mgt | | | | |
| Assistant Director Public Safety | | | | |
| Assistant Registrar | | | | |
| Assistant to the President for Institutional Initiative | | | | |
| Bursar | | | | |
| Director of Educational Opportunity Program | | | | |
| Director of Institutional Research and Planning | | | | |
| Director of Marketing & Communications | | | | |

| APPENDIX A GUILD MINIMUMS | | CONTRACT Settled 2022-23 | | |
|----------------------------------------------------------------------------------------|--------------|-------------------------------------|------------------|------------------|
| | | 261 Days | | |
| | | 2.0% GWI* | | |
| TITLE | GRADE | Annual Salary FT | Biwkly FT | Hourly PT |
| Staff Assistant - Generic | 2 | \$45,869 | \$1,757.43 | \$23.43 |
| Staff Assistant - High School and Community Services | | | | |
| Staff Assistant - Ice Center | | | | |
| Staff Assistant - Learning Initiatives | | | | |
| Staff Assistant - Maintenance | | | | |
| Staff Assistant - Tech Prep | | | | |
| Senior Staff Assistant | 3 | \$46,561 | \$1,783.95 | \$23.80 |
| Senior Staff Assistant - Research Analyst | | | | |
| Assistant Director of Admissions/International Student Services | 4 | \$47,253 | \$1,810.46 | \$24.14 |
| Assistant Director of Placement | | | | |
| Assistant Director of Student Support Services | | | | |
| Assistant to the Vice President for Student and Community Affairs | | | | |
| Assistant Director of Athletics | 5 | \$49,782 | \$1,907.36 | \$25.43 |
| Assistant Director of the Ice Center | | | | |
| Assistant Bursar | 6 | \$53,743 | \$2,059.12 | \$27.47 |
| Assistant Director of Admissions | | | | |
| Assistant Director of Campus Safety and Security | | | | |
| Assistant Director of Community Education | | | | |
| Assistant Director of Computing Resources | | | | |
| Assistant Director of Financial Aid | | | | |
| Assistant Director of Financial Aid - Veterans Affairs | | | | |
| Assistant Director of Student Financial Services | | | | |
| Assistant Director of Workforce Development | | | | |
| Assistant to Dir Campus Operations for Custodial Services | | | | |
| Assistant to Dir Campus Operations for Technical Services | | | | |
| Assistant to VP for Administrative and Financial Affairs | | | | |
| Director of Alumni Affairs | | | | |
| Director of Contracted International Education | | | | |
| Director of Publications | | | | |
| Director of Tech Prep | | | | |
| Environmental Health & Safety Coordinator | | | | |
| Grant Program Director I | | | | |
| Resource/Compliance Officer | | | | |
| Special Events Coordinator | | | | |
| Student Rights and Responsibilities Coordinator | | | | |
| Training Coordinator | | | | |
| Assistant Director of Financial Aid - Operations | 7 | \$59,991 | \$2,298.51 | \$30.65 |
| Assistant to Dir Campus Operations for Physical Plant | | | | |
| Assistant to Director for Custodial Services | | | | |
| Asst to Dir of Facilities Mang for Capital Project Dev, Space Utilization & Energy Mgt | | | | |
| Assistant Director Public Safety | | | | |
| Assistant Registrar | | | | |
| Assistant to the President for Institutional Initiative | | | | |
| Bursar | | | | |
| Director of Educational Opportunity Program | | | | |
| Director of Institutional Research and Planning | | | | |
| Director of Marketing & Communications | | | | |
| Director of Web and Media Resources | | | | |

| | 2022-23 | 2.0% GWI* | | |
|---------------------------------------------------------------|---------|------------------|------------|-----------|
| TITLE | GRADE | Annual Salary FT | Biwkly FT | Hourly PT |
| Assistant Controller | 8 | \$66,250 | \$2,538.31 | \$33.85 |
| Assistant Director for Technology Services | | | | |
| Assistant Director of Administrative Information Services | | | | |
| Assistant Director of Networking/Communications | | | | |
| Assistant Director of Security & Health | | | | |
| Banner Project Manager | | | | |
| Director of Career and Academic Services | | | | |
| Director of International Education | | | | |
| Director of Placement | | | | |
| Director of Sponsored Programs | | | | |
| Director of Student Support Services | | | | |
| Grant Program Director II | | | | |
| Director of Athletics | 9 | \$67,857 | \$2,599.89 | \$34.67 |
| Director of Campus Safety and Security | | | | |
| Director of Computing Services | | | | |
| Director of Health & Wellness Center | | | | |
| Director of the Ice Center | | | | |
| Director of Marketing, Communications, and Public Information | | | | |
| Director of Student Activities | | | | |
| Director of Student Development Services | | | | |
| Director of Admissions | 10 | \$70,708 | \$2,709.12 | \$36.12 |
| Director of Campus Operations/Ice Center | | | | |
| Director of Networking/Telecommunications | | | | |
| Director LRC & LAC | | | | |
| Director of Community Education | 11 | \$75,942 | \$2,909.66 | \$38.80 |
| Director of Continuing Ed & Workforce Development | | | | |
| Director of Financial Aid | | | | |
| Director of Health & Safety | | | | |
| Director of Workforce Development | | | | |
| Director of Campus Operations | 12 | \$81,106 | \$3,107.51 | \$41.44 |
| Director of Enrollment Services | | | | |
| Director of Facilities Management | | | | |
| Director of Information Technology Services | | | | |
| Director of Student Financial Services | | | | |
| Registrar | | | | |
| | 13 | \$86,305 | \$3,306.70 | \$44.08 |
| | 14 | \$91,505 | \$3,505.94 | \$46.75 |

| APPENDIX A GUILD MINIMUMS | | CONTRACT Settled 2023-24 | | |
|----------------------------------------------------------------------------------------|--------------|-------------------------------------|------------------|------------------|
| | | 261 Days | | |
| | | 2.0% GWI* | | |
| TITLE | GRADE | Annual Salary FT | Biwkly FT | Hourly PT |
| Staff Assistant - Generic | 2 | \$46,786 | \$1,792.57 | \$23.90 |
| Staff Assistant - High School and Community Services | | | | |
| Staff Assistant - Ice Center | | | | |
| Staff Assistant - Learning Initiatives | | | | |
| Staff Assistant - Maintenance | | | | |
| Staff Assistant - Tech Prep | | | | |
| Senior Staff Assistant | 3 | \$47,492 | \$1,819.62 | \$24.28 |
| Senior Staff Assistant - Research Analyst | | | | |
| Assistant Director of Admissions/International Student Services | 4 | \$48,198 | \$1,846.67 | \$24.62 |
| Assistant Director of Placement | | | | |
| Assistant Director of Student Support Services | | | | |
| Assistant to the Vice President for Student and Community Affairs | | | | |
| Assistant Director of Athletics | 5 | \$50,778 | \$1,945.52 | \$25.94 |
| Assistant Director of the Ice Center | | | | |
| Assistant Bursar | 6 | \$54,818 | \$2,100.31 | \$28.02 |
| Assistant Director of Admissions | | | | |
| Assistant Director of Campus Safety and Security | | | | |
| Assistant Director of Community Education | | | | |
| Assistant Director of Computing Resources | | | | |
| Assistant Director of Financial Aid | | | | |
| Assistant Director of Financial Aid - Veterans Affairs | | | | |
| Assistant Director of Student Financial Services | | | | |
| Assistant Director of Workforce Development | | | | |
| Assistant to Dir Campus Operations for Custodial Services | | | | |
| Assistant to Dir Campus Operations for Technical Services | | | | |
| Assistant to VP for Administrative and Financial Affairs | | | | |
| Director of Alumni Affairs | | | | |
| Director of Contracted International Education | | | | |
| Director of Publications | | | | |
| Director of Tech Prep | | | | |
| Environmental Health & Safety Coordinator | | | | |
| Grant Program Director I | | | | |
| Resource/Compliance Officer | | | | |
| Special Events Coordinator | | | | |
| Student Rights and Responsibilities Coordinator | | | | |
| Training Coordinator | | | | |
| Assistant Director of Financial Aid - Operations | 7 | \$61,191 | \$2,344.48 | \$31.26 |
| Assistant to Dir Campus Operations for Physical Plant | | | | |
| Assistant to Director for Custodial Services | | | | |
| Asst to Dir of Facilities Mang for Capital Project Dev, Space Utilization & Energy Mgt | | | | |
| Assistant Director Public Safety | | | | |
| Assistant Registrar | | | | |
| Assistant to the President for Institutional Initiative | | | | |
| Bursar | | | | |
| Director of Educational Opportunity Program | | | | |
| Director of Institutional Research and Planning | | | | |
| Director of Marketing & Communications | | | | |
| Director of Web and Media Resources | | | | |

| | 2023-24 | 2.0% GWI* | | |
|---------------------------------------------------------------|---------|------------------|------------|-----------|
| TITLE | GRADE | Annual Salary FT | Biwklly FT | Hourly PT |
| Assistant Controller | 8 | \$67,575 | \$2,589.08 | \$34.53 |
| Assistant Director for Technology Services | | | | |
| Assistant Director of Administrative Information Services | | | | |
| Assistant Director of Networking/Communications | | | | |
| Assistant Director of Security & Health | | | | |
| Banner Project Manager | | | | |
| Director of Career and Academic Services | | | | |
| Director of International Education | | | | |
| Director of Placement | | | | |
| Director of Sponsored Programs | | | | |
| Director of Student Support Services | | | | |
| Grant Program Director II | | | | |
| | | | | |
| Director of Athletics | 9 | \$69,214 | \$2,651.88 | \$35.36 |
| Director of Campus Safety and Security | | | | |
| Director of Computing Services | | | | |
| Director of Health & Wellness Center | | | | |
| Director of the Ice Center | | | | |
| Director of Marketing, Communications, and Public Information | | | | |
| Director of Student Activities | | | | |
| Director of Student Development Services | | | | |
| | | | | |
| Director of Admissions | 10 | \$72,122 | \$2,763.30 | \$36.84 |
| Director of Campus Operations/Ice Center | | | | |
| Director of Networking/Telecommunications | | | | |
| Director LRC & LAC | | | | |
| Director of Community Education | 11 | \$77,461 | \$2,967.85 | \$39.58 |
| Director of Continuing Ed & Workforce Development | | | | |
| Director of Financial Aid | | | | |
| Director of Health & Safety | | | | |
| Director of Workforce Development | | | | |
| | | | | |
| Director of Campus Operations | 12 | \$82,728 | \$3,169.66 | \$42.27 |
| Director of Enrollment Services | | | | |
| Director of Facilities Management | | | | |
| Director of Information Technology Services | | | | |
| Director of Student Financial Services | | | | |
| Registrar | | | | |
| | | | | |
| | 13 | \$88,031 | \$3,372.84 | \$44.96 |
| | | | | |
| | 14 | \$93,335 | \$3,576.05 | \$47.69 |