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LABOR AGREEMENT

BETWEEN

BROOME COMMUNITY COLLEGE
AND THE COUNTY OF BROOME

AND

BROOME COMMUNITY COLLEGE
ADMINISTRATIVE GUILD

RECEIVED
NOV 16 2006
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

A/3: full time line
- employees

9/1/06-8/31/10
37
<table>
<thead>
<tr>
<th>Article Number</th>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Purpose ...........................................</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Waiver ...........................................</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Recognition ......................................</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Reciprocal Rights ................................</td>
<td>2</td>
</tr>
<tr>
<td>5</td>
<td>Definitions ......................................</td>
<td>2</td>
</tr>
<tr>
<td>6</td>
<td>No Strike Pledge ..................................</td>
<td>2</td>
</tr>
<tr>
<td>7</td>
<td>Pledge Against Discrimination and Coercion .....</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>Distribution of Agreement ........................</td>
<td>3</td>
</tr>
<tr>
<td>9</td>
<td>Savings Clause ....................................</td>
<td>3</td>
</tr>
<tr>
<td>10</td>
<td>Maintenance of Benefits ..........................</td>
<td>3</td>
</tr>
<tr>
<td>11</td>
<td>Sick Leave ........................................</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Bereavement Leave ..................................</td>
<td>6</td>
</tr>
<tr>
<td>13</td>
<td>Legal Leave .......................................</td>
<td>6</td>
</tr>
<tr>
<td>14</td>
<td>Vacation Leave ....................................</td>
<td>6</td>
</tr>
<tr>
<td>15</td>
<td>Holidays ..........................................</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>Tuition Assistance Reimbursement ...............</td>
<td>7</td>
</tr>
<tr>
<td>17</td>
<td>Leave of Absence Without Pay ....................</td>
<td>7</td>
</tr>
<tr>
<td>18</td>
<td>Military Leave of Absence .......................</td>
<td>8</td>
</tr>
<tr>
<td>19</td>
<td>Travel on College Business ......................</td>
<td>8</td>
</tr>
<tr>
<td>20</td>
<td>Life Insurance ....................................</td>
<td>10</td>
</tr>
<tr>
<td>21</td>
<td>Health Insurance ..................................</td>
<td>10</td>
</tr>
<tr>
<td>22</td>
<td>Retirement ........................................</td>
<td>11</td>
</tr>
<tr>
<td>23</td>
<td>Liability Protection ................................</td>
<td>11</td>
</tr>
<tr>
<td>24</td>
<td>Dues Deductions ..................................</td>
<td>11</td>
</tr>
<tr>
<td>25</td>
<td>Termination of Pay ................................</td>
<td>12</td>
</tr>
<tr>
<td>26</td>
<td>Compensation ......................................</td>
<td>12</td>
</tr>
<tr>
<td>27</td>
<td>Longevity Service Pay ................................</td>
<td>13</td>
</tr>
<tr>
<td>28</td>
<td>Miscellaneous Benefits ..........................</td>
<td>13</td>
</tr>
<tr>
<td>29</td>
<td>Reopening Negotiations ..........................</td>
<td>13</td>
</tr>
<tr>
<td>30</td>
<td>Tax Shelter Program ................................</td>
<td>13</td>
</tr>
<tr>
<td>31</td>
<td>Termination .......................................</td>
<td>13</td>
</tr>
<tr>
<td>32</td>
<td>Use of Facilities ..................................</td>
<td>14</td>
</tr>
<tr>
<td>33</td>
<td>Personnel Files ...................................</td>
<td>15</td>
</tr>
<tr>
<td>34</td>
<td>Individual Agreements ................................</td>
<td>15</td>
</tr>
<tr>
<td>35</td>
<td>Waiver of Tuition ................................</td>
<td>15</td>
</tr>
<tr>
<td>36</td>
<td>Teaching Opportunities ...........................</td>
<td>16</td>
</tr>
<tr>
<td>37</td>
<td>Promotion .........................................</td>
<td>16</td>
</tr>
<tr>
<td>38</td>
<td>Grievance .........................................</td>
<td>16</td>
</tr>
<tr>
<td>39</td>
<td>Leave for Union Business .......................</td>
<td>17</td>
</tr>
<tr>
<td>40</td>
<td>Duration and Effective Date of Agreement ......</td>
<td>17</td>
</tr>
<tr>
<td>41</td>
<td>Job Review ........................................</td>
<td>18</td>
</tr>
<tr>
<td>42</td>
<td>Labor Management Committee .....................</td>
<td>18</td>
</tr>
<tr>
<td>43</td>
<td>Anniversary Date In Title .......................</td>
<td>18</td>
</tr>
<tr>
<td>44</td>
<td>Performance Review ................................</td>
<td>18</td>
</tr>
<tr>
<td>45</td>
<td>Early Retirement Incentive ......................</td>
<td>18</td>
</tr>
<tr>
<td>46</td>
<td>Benefit Fund ......................................</td>
<td>19</td>
</tr>
</tbody>
</table>
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

The Employer recognizes the Guild of Broome Community College as the sole and exclusive representative of the Assistant Bursar, Assistant Controller, Assistant Director of Admissions, Assistant Director of Athletics, Assistant Director of Campus Safety and Security, Assistant Director of Community Education, Assistant Director of Financial Aid, Assistant Director of Ice Center, Assistant Director of Student Support 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 Director of the Ice Center, Assistant Registrar, Bursar, Director of Admissions, Director of Alumni Affairs, Director of Athletics, Director of Campus Operations, Director of Campus Safety and Security, Director of Computing Resources, Director of Educational Opportunity Program, Director of Electronic Communications, Director of Financial Aid, Director of Health and Wellness Center, Director of the Ice Center, Director of Institutional Research & Planning, Director of International Education, Director of Learning Resources Center, Director of Networking/Telecommunication, Director of Placement, Director of Publications, Director of Sponsored Programs, Director of Student Activities, Director of Student Support Services, Grant Program Director I, Grant Program Director II, Registrar, and Staff Assistant.
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.

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 and the County of Broome collectively.
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 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 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:

   (a) 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.

   (b) Quarantine regulations.

   (c) Medical or dental visits.

   (d) Upon prior notification to an employee's immediate supervisor, one 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.

3. 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, 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 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 Worker's Compensation Law will be reinstated in full only when the employee returns to work following such work-incurred injury and only when the Worker's 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.

(a) 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 days and membership shall continue until the employee is no longer eligible.

(c) 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 year of employment four (4) working days.

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

   During the third 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 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 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 year of employment for the purposes of the waiting period described in sub-paragraph 4.1.

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

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

(f) 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 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 250 days. This section shall not be applicable to any employee invoking Paragraph 5 of this Article.
ARTICLE 12 - BEREAVEMENT LEAVE

All employees covered by this Agreement may be granted paid time off for working days lost (not to exceed three (3) days) immediately following the death of a member of the employee's immediate family. Immediate family includes spouse, children, step-children, mother, father, step-mother, step-father, brother, sister, grandparent, grandchild, mother or father-in-law, son or daughter-in-law of the employee, or any relative who is an actual member of the employee's household. 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.

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 thereof. 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 50% of the working days that month.

Authorized accumulation of unused vacation days shall be paid at termination.

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, Thanksgiving Day, the Day after Thanksgiving and Christmas Day shall be observed as holidays. Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day shall be observed as holidays, except where there is a conflict with the academic year.

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**

In 2006-07 $8,100, 2007-08 $8,300, 2008-09 $8,500 and 2009-10 $8,700 shall be made available for job related tuition reimbursements and seminars, workshops, and conferences. This fund shall not rollover from year to year.

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**

1. All accounts or statements must be submitted on a standard or approved form, and the claim voucher
certified by the employee, as required for all claims. Employees using their automobiles regularly
should submit their claims monthly. Employees who use their automobiles occasionally may elect to
submit their claims quarterly.

2. Claims for mileage must list all business stops and the distance traveled between these stops, except
within a city, town or village, in which case all stops must be listed, but if short mileage (less than
two (2) miles) is involved, the mileage traveled can be listed after the last stop within such city, town
or village.

3. No mileage reimbursement will be allowed for travel between residence and the place of
employment, except as such reimbursement may be specially authorized by State Law or by
regulations of the County Legislature, or in cases where an employee starts from residence on official
business, in which case mileage claim must so state and give reason therefor.

4. Any person or employee traveling by an indirect route must assume the extra expense, as
reimbursement will be based only upon such charges as would actually be incurred by traveling the
most direct route. This rule will be waived when the use of expressways, even though not the most
direct route, will result in the reduction of travel time.

5. In order to receive reimbursement for mileage at rates hereinafter provided, and for travel expense
incurred by attendance at conventions, meetings of associations or organizations, such attendance
must have been previously authorized by the College President. Such expenses must be listed on a
College travel voucher, and accompanied by hotel bills, convention or meeting registration receipts,
airline, bus or train receipts or seat checks, toll and parking receipts. Meals and taxi fares must be
listed separately. When claiming taxi fares, starting point and destination must be listed, and if
claiming such fares when automobile is available, reason for such charges must be given. Reimbursement
for meals will be permitted in accordance with current College guidelines. Reasonable customary tipping
will be allowed, and should be included in the respective taxi charges.

6. When requesting authorization to travel, the request should state the date and time of the anticipated
departure from and arrival at the College.

7. Authorization for use of a personal vehicle for College business by an employee below the level of
Vice President will be delegated to the appropriate Vice President. When the use of a personally-
owned car is authorized by the College President to operate on business for the College, all
regulations herein contained must be observed, and the rates of reimbursement herein stated will be
allowed in all cases except as otherwise authorized, allowed and directed by State Law.

8. The mileage reimbursement herein provided will be allowed for one person only as the owner of the automobile, regardless of the number of employees traveling in the said automobile on the same trip, in pursuit of College business, or to such meetings as may have been previously authorized.

9. All College employees traveling on authorized College business, must have authorization to do so, even though they are passengers in a car and do not expect to have any reimbursable expenses.

10. It is intended that the rates prescribed herein shall be maximum, and actual expenses only shall be charged. Said rates shall not be exceeded, except in such cases and for such employees as are specially excepted and otherwise authorized and directed by State Law for particular cases.

11. Any compensation for mileage shall be based upon the current IRS reimbursement rate.

12. Reasonable and customary charges for room accommodations shall be allowed. Tips for lodging shall be allowed at the rate of Two Dollars ($2.00) per hotel stay. Tipping for other types of lodging is not regarded as necessary or customary, and, therefore, not allowable. When the spouse accompanies a College employee, the amount of room charges allowable shall be the single-room rate for overnight accommodations.

13. Meal reimbursement will be in accordance with College purchasing guidelines and procedures with no reference to receipts.

14. Emergency repair work only shall be authorized on College cars while out of the County. In claiming reimbursement, an explanation of the reason for such repair work should be given.

15. College-owned cars should be fully gassed at College pumps before departure. Gasoline credit cards should be used as much as possible when it is necessary to purchase gasoline while on the road. The receipt received by the employee when using the credit card should be submitted to the College with his/her voucher for reimbursement.

16. Charges for long-distance telephone calls on official business will be allowed provided an explanation is given showing the name of the party with whom communication was held.

17. New York State hotel occupancy and transportation taxes are not reimbursable. Employees should present exemption certificates at ticket windows and hotel desks.

18. When claiming mileage for use of a personally-owned car, charges for tolls, parking and storage will be allowed.

19. With the permission of the college president or his/her designee, any employee may use his/her own vehicle to and from the approved destination and be reimbursed covered expenses. When using his/her own vehicle, an employee may transport family members who accompany him/her.

20. If in the event an employee is allowed to travel pursuant to this Article, and College-County policy, their expenses shall not exceed the amount allowed on their travel voucher except as follows:

1. Expenses listed in this Article may exceed the travel voucher amount by ten (10) percent if:
   a. The excess is evidenced by receipts, accepted by Audit rules and regulations.
ARTICLE 20 - LIFE INSURANCE

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

ARTICLE 21 - HEALTH INSURANCE

1. The Employer shall provide health insurance coverage at the benefit levels not less than those in effect on September 1, 2001 to present. Effective September 1, 2006, the employer shall pay 90% of the full premium for employees covered under this agreement and 90% of the full premium for their dependents. Effective September 1, 2007, the employer shall pay 90% of the full premium for employees covered under this agreement and 90% of the full premium for their dependents. Effective September 1, 2008, the employer shall pay 87.5% of the full premium for employees covered under this agreement and 85% of the full premium for their dependents. Effective September 1, 2009, the employer shall pay 87.5% of the full premium for employees covered under this agreement and 85% of the full premium for their dependents. Effective September 1, 2006 for employees covered under this agreement hired on or after September 1, 2006, the employer shall pay 85% of the full premium and 85% of the full premium for their dependents.

2. For employees hired March 1, 1979 or before retiree health insurance eligibility shall be effective after 5 years of service. For employees hired after March 1, 1979, retiree health insurance eligibility shall be effective after 10 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.

3. 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 co-pays shall be as follows:

Prescription Card Co-pay shall be as follows:  
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<thead>
<tr>
<th></th>
<th>To 12/31/06</th>
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</thead>
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<tr>
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<tr>
<td>Mail Order Maintenance Situations</td>
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</table>

4. **Effective January 1, 2007 health insurance deductibles will be $150 per person and $400 per family.**

5. 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.

6. The Guild may bring flexible benefits and/or other health insurance related issues to the table when the current plan is reviewed.

7. Long-term disability policy, 6 month waiting period, with premium to be paid by employer for full-time eligible employees after completing one year of service.

8. 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.

**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 $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. The Employer shall deduct an agency shop fee in the amount equivalent to the dues of the Guild and transmit the sums so deducted to the Guild. Employer deductions for agency fee are subject to the provisions of Section 208(3)(b) of the Public Employees' Fair Employment Act.

3. The Broome Community College Administrative Guild affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rata amount of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective bargaining or administration of this agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Association maintains such procedure as provided by law.

4. 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, 2006, each unit employee of record as of April 30, 2006 will receive a general wage increase of three (3) percent added to his/her annual salary. The College will add $450 to base salary before the general wage increase of 3%.

2. Effective September 1, 2007, each unit employee of record as of April 30, 2007 will receive a general wage increase of three (3) percent added to his/her annual salary. The College will add $450 to base salary before the general wage increase of 3%.

3. Effective September 1, 2008, each unit employee of record as of April 30, 2008 will receive a general wage increase of three (3) percent added to his/her annual salary.

4. Effective September 1, 2009, each unit employee of record as of April 30, 2009 will receive a general wage increase of three (3) percent added to his/her annual salary.

5. The minimums for unit positions will be increased by three (3) percent on September 1, 2002, 2003, 2004 and 2005, as shown in Appendices A, B, C and D. The minimum salaries for unit positions will increase by zero (0%) percent on September 1st 2006, 2007, 2008 and 2009.

6. If a position is upgraded or reclassified upwards by management during the term of this agreement, the incumbent shall not receive less salary than would have been received had there been no upgrading or reclassification.
ARTICLE 27 - LONGEVITY SERVICE PAY

Each employee covered by this Agreement shall be paid a longevity payment of $300.00 annually upon completion of his/her fifth year of continuous service, an additional $300.00 annually upon completion of his/her tenth year of continuous service, an additional $300.00 annually upon completion of his/her fifteenth year of continuous service, an additional $300.00 annually upon completion of his/her twentieth year of continuous service, and an additional $300.00 annually upon completion of his/her thirtieth year of continuous service.

An authorized leave of absence without pay of one 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 1 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 15 of the year this Agreement expires, that such party wishes to open negotiations within 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 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. A passing grade is required.

3. Dependents shall be spouse and unmarried children under 25 only.

4. The waiver covers tuition only and does not apply to fees.

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 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 week of the semester and is enrolled in the class, the tuition waiver shall remain in effect.

16. 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 - PROMOTION

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 7.5% more than the person's pre-promotion salary.

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 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 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 25 employee days/year. The 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 5 working days prior to the requested leave time. The 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, 2006 and shall continue in effect until August 31, 2010.
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 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.

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. Between September 1, 1993 and August 31, 1994 the Guild and Human Resources Office will work jointly to develop a process for providing written performance review for unit employees. This joint effort will include development of an evaluation instrument based upon a developmental philosophy of performance review.

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 one hundred eighty
(180) days in advance of the intended date of retirement, is eligible for this retirement incentive.

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<td>25</td>
<td>$25,000</td>
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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 – BENEFIT FUND

Within thirty (30) working days after this agreement is approved by the Broome Community College Board of Trustees, the Guild will establish a benefit fund for the purpose of providing a program of benefits for the full-time members of the bargaining unit and the Employer will contribute the sum of $13,650 to said fund. On September 1, 2006 the Employer will contribute an amount necessary to raise the balance of said fund to $13,650 or the sum of $13,650 whichever is lesser. On September 1, 2007 the Employer will contribute an amount necessary to raise the balance of said fund to $13,650 or the sum of $13,650 whichever is lesser. On September 1, 2008 the Employer will contribute an amount necessary to raise the balance of said fund to $23,650 or the sum of $23,650 whichever is lesser. On September 1, 2009 the Employer will contribute an amount necessary to raise the balance of said fund to $23,650 or the sum of $23,650 whichever is lesser.

The administration of said fund shall be solely the responsibility of the Guild and the Guild shall be fully responsible and/or liable for any and all claims and/or notices that are made or required with respect to the operation and/or administration of said fund. The Guild agrees to hold the Employer harmless for any and all costs and expenses arising out of the administration and/or operation of the fund.

On or before October 1st of each year the Guild shall provide the Employer a copy of the annual auditor's report with respect to the fund.

The Employer upon reasonable notice to the Guild may inspect any and all books and records of the Guild covering said fund.

The monies shall not be used in any manner for the purpose of financing any job action or related activities.

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,

BROOME COMMUNITY COLLEGE

BY Joyce E. Majewski
Chairperson, Board of Trustees

DATE Oct. 26, 2006

BY Laurence D. Spraggs
President

DATE 10/26/06

BROOME COMMUNITY COLLEGE
ADMINISTRATIVE GUILD

BY John C. Petkash
President

DATE 10/26/06
## APPENDIX A
### GUILD MINIMUMS
#### ACADEMIC YEARS 2006-07 TO 2009-2010

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<tr>
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APPENDIX A
ACADEMIC YEARS 2006-07 TO 2009-10

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