

2/11/2020

**STIPULATION OF AGREEMENT
AMONG
THE COUNTY OF SUFFOLK, SUFFOLK COUNTY COMMUNITY COLLEGE
AND
SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES
COLLEGE WHITE COLLAR BARGAINING UNIT, COLLEGE BLUE COLLAR
BARGAINING UNIT AND COLLEGE AIDE BARGAINING UNIT**

Stipulation of Agreement ("the 2017-2024 Agreement") made and entered into this 11th day of February 2020, by and among the County of Suffolk, Suffolk County Community College and the Suffolk County Association of Municipal Employees ("AME"), covering the terms and conditions of employment for the College employees represented by AME in the AME College White Collar Unit, the AME College Blue Collar Unit and the AME College Aide Unit.

1. **Term of Agreement:** The Collective Bargaining Agreements (AME College Blue Collar Unit, AME College White Collar Unit and AME College Aide Unit) are extended for a period of eight years, effective January 1, 2017 up to and including December 31, 2024, in all of their terms and conditions, except as specifically modified herein.
2. **Wage Rates (Section 5):**
 - a. Effective January 1, 2017, each step of the salary schedule will be increased by an additional 2.5% and become effective on January 1, 2019.
 - b. Effective July 1, 2018, each step of the salary schedule will be increased by an additional 1.5% and become effective on July 1, 2020.
 - c. Effective December 1, 2020, each step of the salary schedule will be increased by an additional 1%.
 - d. Effective July 1, 2021, each step of the salary schedule will be increased by an additional 1%.
 - e. Effective July 1, 2022, each step of the salary schedule will be increased by an additional 1.5%.
 - f. Effective July 1, 2023, each step of the salary schedule will be increased by an additional 2%.
 - g. Effective July 1, 2024, each step of the salary schedule will be increased by an additional 2.5%.

The new salary schedules are attached hereto as Attachment A.

AME College White Collar and AME College Blue Collar retroactive payments for the scheduled raises effective January 1, 2019 will be paid upon the employee's separation from employment at the employee's then prevailing hourly rate. In order to be eligible for

the retroactive payments set forth herein, employees must be on active payroll as of the date on which the 2017-2024 Agreement is fully ratified and approved.

College Aides retroactive payments for raises effective on January 1, 2019 will be paid not later than 60 days after the date on which the 2017-2024 Agreement is fully ratified and approved. In order to be eligible for the retroactive payments set forth herein, employees must be on active payroll as of the date on which the 2017-2024 Agreement is fully ratified and approved.

3. Longevity (Section 5.1) (AME College Blue Collar Unit and AME College White Collar Unit only):

Each step of the longevity schedule will be increased as follows:

- a. Effective January 1, 2017, \$25 to become effective on January 1, 2020..
- b. Effective January 1, 2018, \$25 to become effective on January 1, 2020.
- c. Effective January 1, 2019, \$25, to become effective on January 1, 2021.
- d. Effective January 1, 2020, \$25, to become effective on January 1, 2021.
- e. Effective January 1, 2021, \$25, to become effective on January 1, 2022.
- f. Effective January 1, 2022, \$25.
- g. Effective January 1, 2023, \$50.
- h. Effective January 1, 2024, \$50.

Effective upon ratification and approval of the 2017-2024 Agreement, longevity payments will be prorated by months of completed service in the calendar year of separation.

4. Healthcare (Section 7.1) (AME College Blue Collar Unit and AME College White Collar Unit only):

Add: "All terms of the Memorandum of Agreement dated July 31, 2012 between the County and Suffolk County Unions ("the July 31, 2012 MOA") will continue to be in effect except as set forth herein. The AME agrees it is a party to and bound by an extension of the July 31, 2012 MOA entered into by the County and the Suffolk Coalition of Public Employees (SCOPE) dated May 8, 2019 ("the May 8, 2019 extension MOA") a copy of which is attached as Attachment C. As part of, and consistent with the May 8, 2019 extension MOA, eligible employees hired by the College prior to January 1, 2013, upon separation from College service, will be entitled to health insurance benefits in accordance with EMHP eligibility requirements and at the health insurance premium contribution rate, if any, established by written agreement between the County and SCOPE."



5. Benefit Fund (Section 7.3) (AME College Blue Collar Unit and AME College White Collar Unit only):

- a. Effective January 1, 2020, the College's per employee contribution level for all eligible employees will be increased by \$84.18.
- b. Effective January 1, 2021, the College's per employee contribution level for all eligible employees will be at the rate set forth by the AME Benefit Fund. For informational purposes only, this rate is projected to increase by \$22.45 per employee.
- c. Effective January 1, 2022, the College's per employee contribution level for all eligible employees will be at the rate set forth by the AME Benefit Fund. For informational purposes only, this rate is projected to increase by \$22.45 per employee.
- d. Effective January 1, 2023, the College's per employee contribution level for all eligible employees will be at the rate set forth by the AME Benefit Fund. For informational purposes only, this rate is projected to increase by \$22.45 per employee.
- e. Effective January 1, 2024, the College's per employee contribution level for all eligible employees will be at the rate set forth by the AME Benefit Fund. For informational purposes only, this rate is projected to increase by \$22.45 per employee.

Effective upon the complete ratification and approval of the 2017-2024 Agreement, add a new first sentence in Section 7.3, 1st paragraph, that reads, "The College may have access to and be permitted to inspect upon request all Benefit Fund correspondence, records, documents, financial receipts, audits, minutes, and other Benefit Fund-related information as the College deems appropriate."

6. IRC Section 401(a):

The College will participate in a County-established IRC Section 401(a) program for severance deferral for all eligible employees. The Program will have no cost to the College.

7. Step Movement (Section 5) (AME College Blue Collar Unit and AME College White Collar Unit only):

All employees hired on or after the date on which the 2017-2024 Agreement is fully ratified and approved will be placed on the salary scale as set forth in Attachment A. All employees hired on or after the date on which the 2017-2024 Agreement is fully ratified and approved will continue in the starting salary for minimum of 12 complete calendar months before becoming eligible to move to the next step on July 1st and then move an additional step every July 1st, provided that they are on payroll on the preceding January 1st. Employees hired after the date on which the 2013-2016 Agreement was fully ratified



and approved will on July 1st be placed on the salary scale set forth in Attachment A on the step corresponding with their completed year of service.

All employees who are hired on or after the date on which the 2013-2016 Agreement was fully ratified and approved, including those who are promoted on or after the date on which the 2017-2024 Agreement is fully ratified and approved, will revert to the pre-existing salary scale (Attachment B), on the July 1st following their ninth year of completed service provided that they were on the payroll on the preceding January 1 at the step that provides at least a 3% increase of their current salary.

8. Compensatory Time (Section 6.8) (AME College Blue Collar Unit and AME College White Collar Unit only):

Revise the third paragraph to add the following, "Effective December 31, 2019, employees in salary grades 24 through 28 may, at the employee's option, choose to convert not more than 70 hours of compensatory time earned in that calendar year to monetary compensation, to sick time or to vacation time at the end of the year."

9. Workers' Compensation (Section 7.2(A)) (AME College Blue Collar Unit and AME College White Collar Unit only):

Effective upon the date on which the 2017-2024 Agreement is fully ratified and approved, employees who are injured in the course of their employment shall continue to receive their normal full salary, as per the provision of the State law, for a period not to exceed 30 weeks for any future injuries.

10. Dress Code (Section 17(O) AME College White Collar Unit), (Section 17(P) AME College Blue Collar Unit):

Effective upon ratification and approval of the 2017-2024 Agreement, add to the first sentence flip flops, sweatpants, midriff/belly/crop top shirts and yoga/athletic pants.

11. Personal Leave (Section 8.6(A)) (AME College Blue Collar Unit and AME College White Collar Unit only):

Effective upon ratification and approval of the 2017-2024 Agreement, personal leave will be prorated by each three months (quarter year) of completed service in the calendar year during the employee's first and last year of employment. The employee in a prorated first or last year will be entitled to one day per each three months (quarter year) where the employee was on the payroll for at least one half of the three months (quarter year).

12. Recall Pay (Section 6.4) (AME College Blue Collar Unit and AME College White Collar Unit only):

Effective upon ratification and approval of the 2017-2024 Agreement, delete "shall receive a minimum of four hours' pay" from Section 6.4, first paragraph, first sentence,

and replace with “will be paid for all hours worked”.

Effective upon the ratification and approval of the 2017-2024 Agreement, delete “for the minimum number of hours” from Section 6.4, second paragraph, first sentence, and delete Section 6.4, second paragraph, second sentence.

13. Variable Healthcare Supplement Trust Fund (AME College Blue Collar Unit and AME College White Collar Unit only):

Effective July 1, 2021 and annually thereafter through July 1, 2024, the College will pay 1.23% of the total AME College White Collar Unit and AME College Blue Collar Unit base salary as of the preceding December 31 into a Union Trust Fund established exclusively for its members in good standing as per the AME's Declaration of Trust and Union Trust Plan documents. The College may periodically request all documents, financial records and audits to ensure the appropriation is utilized as set forth in the Trust Plan. The College contribution rate will be 1% of the total AME College White Collar Unit and AME College Blue Collar Unit base salary effective July 2, 2024 and every year thereafter.

AME agrees to protect, indemnify, and hold harmless the County and the College, their agents, servants, officials, and employees from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any errors, acts or omissions of AME its affiliates, subsidiaries, agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Union Trust Fund. AME also agrees to defend the County and the College, their agents, servants, officials, and employees, using counsel of the College's and /or County's choosing, in any proceeding or action, including appeals, through entry of a final non-appealable order or judgement, the cost of which AME agrees to pay including without limitation all litigation costs and reasonable attorneys' fees and any salary and compensation costs of College employees incurred for the defense of any such proceeding or action. This indemnification paragraph shall not apply to any circumstance which results from the College's failure to appropriately fund this Trust as required under the terms of this Agreement.

14. College Aides Supplemental Payments:

Effective January 1, 2019 and every year thereafter until December 31, 2024, eligible College Aides will receive a one-time annual lump sum payment of \$100 less withholdings per calendar year. In order to be eligible for such payments, the College Aide must have worked a minimum of 612 hours as a College Aide within the previous calendar year and be on active payroll on the January 1st in the subsequent year. The payment will be made by the last payroll in February every subsequent year in which this paragraph is in effect. This paragraph will sunset and be of no further force and effect upon the payment of the 2024 calendar year Supplemental Payment.

15. Ratification

- A. IT IS AGREED BY AND AMONG THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
- b. The provisions of the 2017-2024 Agreement are subject to ratification by, respectively, the AME College White Collar Bargaining Unit membership, the AME College Blue Collar Bargaining Unit membership, the AME College Aide Bargaining Unit membership, ratification by the County Executive, ratification by the College's Board of Trustees, and, for those provisions requiring the appropriation of funds pursuant to Civil Service Law Section 204-a.1, the approval of the Suffolk County Legislature.

DATED: February 11, 2020

AGREED TO BY THE AME:

Daniel C. Levler, President
Suffolk County Association of
Municipal Employees

AGREED TO BY THE COUNTY:

Jennifer K. McNamara, Esq., Director
Suffolk County Executive
Office of Labor Relations

AGREED TO BY THE COLLEGE

Angelica Rivera, AVP Employee Resources
Suffolk County Community College