

1/18/13

**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 made and entered into this 18th day of January 2013 by and among the County of Suffolk ("the County"), Suffolk County Community College ("the 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. The provisions of the new AME College White Collar Bargaining Unit and the new AME College Blue Collar Bargaining Unit will be pursuant to the attached "baseline" agreements dated January 18, 2013, which will then be modified pursuant to the terms of this Agreement. For convenience only, the references below to "Section" will be to the 2004-2008 AME White Collar Unit #2 collective bargaining agreement. There will be no AME College Aide Unit collective bargaining agreement, consistent with the fact that there is no present County AME Aide Bargaining Unit collective bargaining agreement. Those provisions of this Agreement which, consistent with present practice, apply to the AME College Aide Bargaining Unit, will be explicitly described below (*i.e.*, ¶ 4 (Term), ¶ 5 (Wages) (entry step only), ¶ 7 (Benefit Fund: prorated), ¶ 15 (Pay Checks) and ¶ 16 (Ratification)).

2. The AME College White Collar Unit and the AME College Blue Collar Unit were represented by the Suffolk County AME during the period January 1, 2009 through and including January 24, 2012. The AME College Aide Unit was represented by the Suffolk County AME during the period January 1, 2009 through and including June 12, 2012. The AME, however, was precluded by law from negotiating for the AME College White Collar Unit, AME College Blue Collar Unit and the AME College Aide Unit members' terms and conditions of employment during that time due to the pendency of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO's petition to decertify the respective units from the AME. As a result, even though the term of the parties' new collective bargaining agreements will commence on January 24, 2012 for the AME College White Collar Unit and the AME College Blue Collar Unit (the dates on which New York State PERB certified the new AME College White and Blue Collar Units), the terms of each Agreement will cover the period commencing January 1, 2009. Likewise, even though the terms and conditions of employment for the AME College Aide Unit will commence on June 12, 2012 (the date on which New York State PERB certified the new AME College Aide

Unit), those terms and conditions of employment will cover the period commencing January 1, 2009.

3. It is understood and agreed, though, that the AME must ratify (or waive its right to ratify) the provisions of this Agreement covering the period January 1, 2009 through and including January 24, 2012 for the AME College White Collar Unit and the AME College Blue Collar Unit and June 12, 2012 for the AME College Aide Unit. In order to fully effectuate the intent of this provision, all of the terms and conditions set forth in this Agreement will be held in abeyance pending the AME's ratification (or waiver of its right to ratification) of those provisions. When, and if, this occurs, then the terms and conditions of this Agreement will be retroactively or prospectively implemented, in accordance with their effective dates as described in this Agreement. In the event that the AME fails or refuses to ratify (or waive its right to ratify) those provisions, then all of the terms and conditions of this Agreement will become null and void and as though the parties had never entered into, ratified and approved this Agreement, and the parties will revert to their respective rights pursuant to the Taylor Law.

4. Term of Agreement (Section 20, last paragraph). Four years, effective January 1, 2009 through December 31, 2012.

5. Wages (Section 5).

Effective January 1, 2009, each step of the 2008 salary schedule will be increased by 2%. The AME hereby waives any and all retroactive wages and other compensation for the period January 1, 2009 through and including December 31, 2010, which would otherwise have been received as a result of the increase effective January 1, 2009. This wage increase becomes effective retroactive to January 1, 2011.

Effective January 1, 2010, each step of the 2009 salary schedule will be increased by an additional 2%. The AME hereby waives any and all retroactive wages and other compensation for the period January 1, 2010 through and including December 31, 2011 including, but not limited to, any compounding of the 2009 wage increase that would have occurred on January 1, 2010, which would otherwise have been received as a result of the increase effective January 1, 2010. This wage increase becomes effective retroactive to January 1, 2012.

These wage increases, and the AME's waivers of any and all retroactive wages and other compensation for the specified periods, will be equally applicable to the AME College Aide Bargaining Unit pursuant to past practice.

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6. Longevity (Section 5.1). Effective January 1, 2011, each step of the 2008 longevity schedule will be increased by \$25. Effective January 1, 2012, each step of the 2011 longevity schedule will be increased by an additional \$25.
7. Benefit Fund (Section 7.3). Effective January 1, 2011, the rate of contribution will be increased by \$25 per member. Effective December 31, 2012, the rate of contribution will be increased by an additional \$50 per member.
8. Cancer Pool (Section 8.6(C)). Effective upon the complete ratification and approval of this Agreement, employees may donate unused accrued sick leave at any time except during the year immediately prior to their retirement, after being notified that their position is being abolished or subject to bump and retreat. Any time donated during this one year period will be retroactively deducted from the pool. For every two sick days or the hourly equivalent donated, the pool will be credited with one day or the hourly equivalent.
9. Personnel Files (Section 16(E)). Effective upon the complete ratification and approval of this Agreement, add at the end of this section, "The answer must be submitted within 10 calendar days from the date when the material is placed in the file."
10. Personnel Files (Section 16(F)). Effective upon the complete ratification and approval of this Agreement, this Paragraph will be deleted.
11. Job Evaluations (Sections 17(FF) and (GG)). Effective upon the complete ratification and approval of this Agreement, delete "Effective June 29, 2005."
12. Hazardous Duty Pay (Section 17(N)). Effective upon the complete ratification and approval of this Agreement, this Paragraph will be deleted.
13. Holidays (Section 8.5). Effective upon the complete ratification and approval of the 2012 Agreement, the College will have the right to switch up to four Holidays to coordinate with the College Holiday schedule for the Guild of Administrative Officers and Exempt employees at the College. The Holidays which may be adjusted are Lincoln's Birthday, Columbus Day, Election Day and Veteran's Day. The College will, prior to the start of each Academic school year, announce the Holiday schedule for the upcoming school year for the AME employees. This schedule will always include the day after Thanksgiving. For calendar year 2013 only, the College will have the right to switch up to three Holidays; *i.e.*, Lincoln's Birthday will be excluded.
14. Sick Leave Management Program. Effective upon the complete ratification and approval of this Agreement, employees will be covered by any agreements that alter the terms for "sick leave abuser" and "chronic sick leave abuser" that may be reached by the joint County/AME Labor-Management Committee.

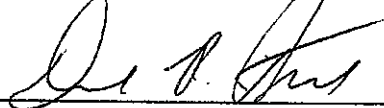
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15. Pay Checks. Effective upon the complete ratification and approval of this Agreement, the College may implement the distribution of paychecks by direct deposit for all employees. The paystub will no longer be distributed by hard copy and will instead be available to all employees on the secure College web page.

16. Ratification. The provisions of this Agreement are subject to ratification by, respectively, the AME College White Collar Bargaining Unit membership, the AME College Blue Collar Bargaining Unit membership, and the AME College Aide Unit Bargaining Unit membership, ratification by the County Executive, ratification by the College Board of Trustees and, for those provisions requiring the appropriation of funds pursuant to Civil Service Law § 204-a(1), the approval of the County Legislature.

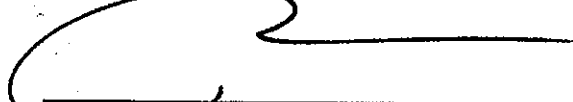
Dated: January 18, 2013

AGREED TO BY THE AME



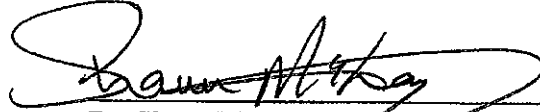
Daniel P. Farrell, President
Association of Municipal Employees

AGREED TO BY THE COUNTY



Paul Margiotta, Acting Director
Office of Labor Relations

AGREED TO BY THE COLLEGE



Dr. Shaun McKay, President
Suffolk County Community College

AME NEGOTIATING TEAM

