

COUNTY OF SUFFOLK GRIEVANCE FORM: ATTACHMENTS

Grievance continued

3. Section(s) of Contract that Employee Claims Violated:

<u>Paragraph</u>	<u>Section</u>	<u>Sub Par.</u>	<u>Sub Sect.</u>
A	5.1 – Longevity	2	
B	5.1 – Longevity	1	
D	5.1 – Longevity	1	
3	7.3 – Benefit Fund	3	
A	9 – Job Description	1	
A	14 – Dues Deduction		
B	14 – Dues Deduction		
C	14 – Dues Deduction		
C	17 – Misc		
1	17 – Misc	1	
Q	17 – Misc	1, 2, 3	
1, 2, 3	Appendix J – Deferred Compensation Program		

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Grievance continued:

4. Nature of Grievance: (continued)

- If AME College Employees are no longer on the County Payroll system, then AME College Employees no longer have the ability to participate in the County Deferred Compensation Plan as agreed to in Appendix J.
- As a result of the MOU signed by the County and the College, and the letter from Suffolk County Department of Civil Service, the issuing of an EIN number to the college by the IRS and a move from the County Payroll system to the College's Payroll system:
 - AME College Employees will no longer be covered by section 17, subparagraph C – Salary Appeals, which states that the Board shall consider all appeals for employees covered under this agreement. The above mentioned agreements and letters stipulate that the college is no longer a department of the county.
 - AME College Employees will no longer have the agreed to stipulations of Section 17, Miscellaneous, Subparagraph I – Transfers which states that Employees who transfer between Departments of the County Government, with no break in service, will do so with the aforementioned privileges and benefits. Again, the agreements listed above state that the college is no longer a department of the county, thus creating a violation of the Collective Bargaining Agreement.
- As a result of the MOU signed by the County and the College, and the letter from SC Civil Service, as well as, the issuing of an EIN number to the College by the IRS, authority is removed from of Audit and Control to monitor the payroll of the AME College Employees and violates section 17, Item Q – Missing Checks, Subparagraph 2 which states that the Payroll Clerk shall notify Audit and Control no later than 11:00 am of this same day.
- Changing AME College Employees from the County Payroll system to the College Payroll system will violate section 14 – Dues Deductions, sections A, B and C.
- As a result of the MOU signed by the County and the College, and the letter from SC Civil Service, Section 9 – Job Description, subsection A is violated. As per the above agreements, neither the County nor Civil Service will have jurisdiction over personnel and new positions as stipulated in Section 9, A.
- Changing AME College Employees from the County Payroll system to the College Payroll system violates Section 7.3 – Benefit Fund, subparagraph 3 which states payments will be made based on the number of employees on the last payroll preceding pre-payment. As a result of the MOU, the county will no longer have access to the AME College Employees' payroll records if payroll is moved to the college system.
- Changing AME College Employees to the College Payroll system violates Section 5.1; subparagraph A, paragraph 2 which states for purposes of longevity, an employee who had been on the County's Payroll for one year or more...
- Violation of Section 5.1, Subsection B, occurs with the adoption of the MOU and prohibits the "service in the county" by declaring the college no longer a department of the county and AME College Employees "college employees" not "county employees".
- Violation of Section 5.1, subsection D occurs when AME College Employees are changed from the county Payroll to the College Payroll.

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Grievance continued:

5. Relief Requested by Employee:

- AME members who work at Suffolk County Community College must remain on the County Payroll system, remain in the Deferred Compensation Plan, retain the right to transfer and promote between Suffolk County Community College and other County duty stations; and retain all other terms and conditions of employment of County Employees as stated in the Collective Bargaining Agreement.
- AME members who work at duty stations throughout the County must retain the right to transfer and promote between County Departments and Suffolk County Community College.
- To be made whole.