# EDUCATION & INFORMATION TECHNOLOGY COMMITTEE

# OF THE

# SUFFOLK COUNTY LEGISLATURE

# MINUTES

A meeting of the Education & Information Technology Committee of the Suffolk County Legislature was held in the Rose Y. Caracappa Legislative Auditorium of the William H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York on May 6, 2014.

**MEMBERS PRESENT:**
Leg. Sarah S. Anker, Chairwoman
Leg. Monica Martinez, Vice Chair
Leg. Thomas Cilmi
Leg. Lou D'Amaro
Leg. Robert Trotta

**ALSO IN ATTENDANCE:**
George M. Nolan, Counsel to the Legislature
Sarah Simpson, Assistant Counsel to the Legislature
Lora Gellerstein, Chief Deputy Clerk of the Legislature
Gail Vizzini, Suffolk Community College
Ben Zwirn, Suffolk Community College
Kevin Peterman, Suffolk Community College
Jeff Tempera, Suffolk Community College
Benny Pernice, Budget Review Office
Tom Vaughn, County Executive's Office
Amy Keyes, County Executive Aide
Amy Ellis, Aide to Leg. Anker
Justin Littell, Aide to Leg. D'Amaro
And all other interested parties

**MINUTES TAKEN BY:**
Diana Flesher, Court Reporter

**THE MEETING WAS CALLED TO ORDER AT 10:01 AM**

**CHAIRWOMAN ANKER:**
Okay. We're going to start our Education and Information Technology Committee meeting. Okay, will you rise for the Pledge of Allegiance led by Legislator Martinez.

**SALUTATION**

Please remaining standing for a moment of silent meditation and prayer as we think of those in our service, our military overseas and in our Country.

**MOMENT OF SILENCE OBSERVED**

Thank you. Clerk, are there cards today? No. Would anybody like to address us this morning? No, okay.

We will continue. We have no presentations today. We have no Tabled Resolutions.

**INTRODUCTORY RESOLUTIONS**

We're going to go right into the Introductory Resolutions. Okay, the first one we have **IR 1361, Accepting and appropriating a grant award amendment from the State University of New York for a SUNY Child Care Program 100% reimbursed by State Funds at Suffolk County Community College. (Co. Exec.)** I'll make a motion to approve. And we're going to put this on the Consent Calendar. Can I have a second?

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
All in favor? Opposed? Abstention? Motion carries. **(VOTE: 5-0-0-0)**

Okay, we have **IR 1401, Appropriating funds in connection with the Renewable Energy and STEM Center - Grant Campus (CP 2141). (Co. Exec.)** I'll make a motion to approve.

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
We have a second. All in favor? Opposed? Abstentions? Motion carries. **(VOTE: 5-0-0-0)**

**IR 1402, Appropriating funds in connection with the Health and Sports facility - Eastern Campus (CP 2120). (Co. Exec.)** I'll make a motion to approve.

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
We have a second. All in favor? Opposed? Motion carries. **(VOTE: 5-0-0-0)**

**IR 1422, Accepting and appropriating a grant award from New York State Department of Economic Development for a Youth Entrepreneurial Financial Literacy and College Preparation Initiative, 91% reimbursed by State funds at Suffolk County Community College. (Co. Exec.)** I'll make a motion to approve.

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
We have a second. All in favor? Opposed? Abstentions? Motion carries. **(VOTE: 5-0-0-0)**

**IR 1423, Amending the 2014 Capital Budget and Program and appropriating funds in connection with the Science, Technology and General Classroom Building Ammerman Campus (CP 2174). (Co. Exec.)** I will make a motion to approve.

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
We have a second. All in favor? Opposed? Abstentions? Motion carries. **(VOTE: 5-0-0-0)**

We have **IR 1428, Authorizing the County Executive to execute an agreement with the Suffolk County Faculty Association, Suffolk County Community College, covering the terms and conditions of employment for employees covered under Bargaining Unit No. 3 for the period September 1, 2015 through August 31, 2019. (Co. Exec.)** I will make a motion to approve.

**LEG. MARTINEZ:**
Second.

**CHAIRWOMAN ANKER:**
We have a second. On the motion. Okay, we're going -- before, if you don't mind, we'll have a little explanation on this resolution. Welcome. And, again, thank you for coming out here.

**MR. TEMPERA:**
Good morning. Just to give you a brief synopsis as to why we're here and what the agreement contains, the contract with the Faculty Association -- the current contract is in effect through August 31st, 2015. However, there was provision in the agreement that called for a class size waiver that allowed us -- allowed the College to increase class size by up to two students. This has been estimated to save the College in excess of three quarters of a million dollars per year. This was in the last agreement that was negotiated in my prior life as the Director of Labor Relations for the County. I was involved in that agreement. It was costed out by the College. It was reviewed by the Budget Review and by the Legislature back in 2010.

The Faculty Association felt strongly that the agreement had to expire in the current contract. They felt so strongly about it, they put a clause in there that it would expire on midnight on August 31st a year before the contract expired. That would have meant the College would be coming back to the County and the Legislature and asking for additional funds unless we were able to reach an agreement with the Faculty Association to extend the agreement. That led us to negotiations more than a year in advance to sit down with the Faculty Association to try and extend this agreement.

We're happy to report that we were able to reach an agreement with the Faculty Association that removes the Sunset Clause with regards to the plus two and it will remain in the current agreement if approved by the Legislature without an end date. Again, that's -- that's what drove us to the table.

Once there the Faculty Association requested as part of trying to lift this burden on the College that they would like an extension of their agreement. So we wound up sitting down and going into negotiations to extend the agreement. The extension resulted in salary increases starting in February of 2016. Normally you would see salary increases in the Faculty Association contract that would commence on September 1 of every contract year. I've never seen an agreement with the Faculty Association where the steps had -- where the increases had been pushed out. We were able to push them out basically six months into the agreement so there's cash savings every year to the tune of 50% of what the increases are.

So for the February 1, 2016 the increase is one-and-a-half percent; February 1, 2017 2%; 2% February 1 '18; and 2.5% in February of '19. That's for the full-time faculty. Step one of the agreement - the salary has been frozen for the term of the agreement. So while the other steps will go up by the increases I just mentioned, the starting salary for the full-time faculty and specialists will remain frozen for the life of the agreement. The same stipend would be applied, the same increases as -- applied to the adjunct faculty; would apply to the Excellence In Education stipend. And the wage increases for the adjuncts would go up by September 1, 2015 by 3.5%. The increase for 2018 would be -- 2017, excuse me, for the start of the Spring semester, again now pushed off six months, would be 2%; Spring 2018 2%; and Spring 2019 2%.

We also were able to achieve an increase with regards to the assignment of adjuncts. Adjuncts had been capped in the past at 8 credits per semester. Obviously it's more cost beneficial to the College if we can use an adjunct over a full-time employee. The rates are lower. There's no charge for the health insurance, the Benefit Fund. The fringe benefits are not there. So, therefore the savings. And it had been capped at eight credits in the past. The effect of that would limit an adjunct to two classes per semester teaching a normal three-credit class. It was increased by one credit to nine credits per semester keeping the cap at 24 for the year. But in effect it would allow an adjunct to teach an additional class so an adjunct could teach up to three classes.

Longevity was increased by $50 per year at each step. The Conference Attendance went up by $200 in 2015, an additional $100 dollars in '17. The Benefit Fund went up by $50 per year.

The work year, another important aspect of the agreement, the work year, we've had a very tough year with regards to weather and cancellations of classes. Trying to make up classes within a set period of time has been a challenge. The faculty contract sets the work year to begin on September -- on the Monday in the week in which September 1 falls. Well, when September 1 falls on a Friday, you've got a cushion of four days. But when September 1 falls on a Monday, and Monday's a holiday for Labor Day weekend and you push it off 'til Tuesday, it's very tough trying to work the classes up. We were able to extend the work year where it can commence at this point rather than the Monday at which September 1 falls as early as August 21st. Basically you're gaining an additional week with regards to the start of the work year.

The class size -- maximum class size has been extended. There's another provision whereby we will be implementing a paperless payroll. The current system, we have a room upstairs actually with a machine in it. Someone goes in, they crank out all the paychecks. Part of this discussion I found out how expensive it actually is to buy the card stock, print the paychecks, mail them out. Even if someone has direct deposit, checks were being printed. It became very costly and expensive. We checked with outside Labor Counsel. We've been advised as we were with the AME contract that it's permissible to require direct deposit. We'll be going to a direct deposit paperless payroll for everyone at the College. Employees have the ability at the College to go online, whether from home, in the office, print out their own pay stub with all the information on it.

In addition, the College Board of Trustees, and I believe there was a resolution before the Legislature dealing with tobacco-free campus at the College, we've reached an agreement with the Faculty Association to move forward with the tobacco-free campus.

That's the basics of the contract. I apologize for being selected, but I wanted to at least give you the general oversight of the agreement.

**CHAIRWOMAN ANKER:**
Okay. Thank you. I think, Legislator Trotta, you had a question?

**LEG. TROTTA:**
Yeah, just following up, what percentage of the Professors are at the top pay or top step or within three or four steps of the top step?

**MR. TEMPERA:**
There's 20 steps. Probably out of all of the agreements that you will see in the County, there are no agreements that come close to the steps in the Faculty Association Agreement. There's 20 steps there. And I believe there's 84 individuals who are at top step as Professor.

**LEG. TROTTA:**
So that's about 30% or so.

**MR. TEMPERA:**
470 -- 45? 485, I'm sorry. 485 individuals in the overall unit. Eighty-four are at top step.

**LEG. TROTTA:**
And the steps are approximately how much of an increase each time?

**MR. TEMPERA:**
Just under 4%.

**LEG. TROTTA:**
And the top pay for a Professor approximately?

**MR. TEMPERA:**
The starting pay for a Professor -- right now for an instructor -- excuse me -- is $52,701. It tops out with a full Professor at $114,285.

**LEG. TROTTA:**
And that includes longevity and all this other stuff put in?

**MR. TEMPERA:**
No, that's the basic salary. Longevity, as in all of the contracts, the longevity Benefit Fund, any of the fringe --

**LEG. TROTTA:**
And these are guys with PhDs and Master's Degrees. They're well-educated guys, I'm assuming.

**MR. TEMPERA:**
The requirements for each of the positions would be different, but I think it starts with a Master's Degree for an instructor; goes up. It could be PhD, it should go higher, that's correct.

**LEG. TROTTA:**
Okay.

**CHAIRWOMAN ANKER:**
Okay. Are we all set? We have Kevin Peterman here, President of the Faculty Association Union -- Association. Would you like to comment on this agreement?

**MR. PETERMAN:**
Sure. Kevin Peterman, President of the Faculty Association, Suffolk Community College. I just want to point out that Dr. McKay approached me in January and said "I'd really like to keep the plus

two class size going. I know it expires this August." And I said, "well, if we're going to do that, we're going to have to kind of fast track this" because one of the things that I wanted to do was not have this -- negotiations go on through August when faculty are not on Campus. So my goal when I talked to the President, I say, "well, we need to kind of fast track this. If we're going to do this, we need to try and get this done by commencement."

So I did go to my Executive Board and ask for authorization to sit down. We did. I was very conscious of the fact that, you know, funding's always an issue. We're conscious of tuition. We've been trying to work with the College as you well know. And the contract that we're currently in, we just came off two zeros so people at the top would literally get nothing for two years.

So it was something that -- the other thing I was very sensitive to, we mentioned we had 485 full-time faculty, but we have about 1500 adjuncts. And one of the things I did want to do was try and get at least a little extra bump for adjuncts; so the first year, instead of getting, you know, one-and-a-half percent, we did negotiate a three-and-a-half percent. Now what does that amount to? It's $50 bucks for one credit. So if a person teaches a course as an adjunct and they get $1400 a credit, and it's a three-credit course, you know, giving them a 3% raise is like about $50 a credit. So it was not a lot of -- percentage-wise it sounds like a lot. But when you look at the actual dollars, it's 50 bucks. But I felt, you know, with adjuncts -- we have many adjuncts that -- we call them Rhodes Scholars because they teach at Suffolk and then they go up to Stony Brook and teach; and then they go to St. Joe's and teach. And they're just getting by, you know. So we wanted to try be sensitive to that.

And as far as the plus two, when we realized that if we did not negotiate that, the College would not have that savings of over 700,000, maybe $750,000, which would have kicked in this September. And to do all that, I just said, "well, if we're going to do this, I'd like to have some labor piece. Maybe we can continue this contract." And, again, as Jeff mentioned, this is the first contract we've ever negotiated where the raise does not kick in until February. So that really offset the cost; again, trying to be sensitive to the College and funding, we -- we are -- we felt that we were able to work together to try and come up with, again, an agreement that we could both live with.

**CHAIRWOMAN ANKER:**
Well, thank you. I also would like input from our Budget Review Office. Benny, what do you have to comment on this resolution contract?

**MR. PERNICE:**
Well, the College's on its own separate financial and payroll system, so we don't have access to the minute details. That being said, the College was very cooperative in sharing what -- their analysis with us. So what we did is we tried to calculate cost based on their calculations and evaluate it that way.

The only issue that we really had with the calculations that are provided in the County Executive's Fiscal Impact Statement is, we felt that there was a little double counting when it came to the savings for the plus two. Because it's basically an extension of savings where -- that we're currently experiencing. So in calculating that final number I believe of two million something dollars over the course of the life of the contract, they subtracted that out; whereas we're saying it really should have been -- the cost would have went up by that much. They're not actually reducing them by that much. So we're saying that probably the contract will cost about $5 million over the life of the contract, not two million.

**CHAIRWOMAN ANKER:**
Again, I don't think we as a Legislature body, we can't really get involved with the negotiations, you know. And, again, we're basically -- yeah, we're here to kind of review and hopefully agree on it. But, again, it's up -- you know, it's up to the College. And what's most important is that the College continues its sustainability. We see what's happening at Nassau Community College and there are

so many problems. And our College is doing wonderful. You know, we just approved a Capital Budget on some very important projects that will benefit the County as a whole. So, do we have any more comments? Okay. Legislator Cilmi.

**LEG. CILMI:**
Thank you, Madam Chair. So I have some questions for both of you. Thank you for being here. Certainly in the past couple of years, at least, the County has enjoyed an excellent working relationship with the College and with the Faculty Association. And I think the Association's been very, very reasonable in recognizing the challenges that we're facing, the fiscal challenges that we're all facing, not only the County itself but the College itself as well. So in that context, what is exactly the fiscal impact of this agreement? I'm not sure who can answer the question, but whoever can answer the question. And, you know, I'll amend my question to specifically say what is the fiscal impact to the College? Because we know that ultimately there may be an impact to the County when we approve the College's budget, but for the time being the impact is to the College itself.

**CHAIRWOMAN ANKER:**
We have Gail Vizzini here from Suffolk Community College. If you'd like to explain a little bit more detail about this budget.

**MS. VIZZINI:**
Thank you, Madam Chairwoman. Basically, as Benny said, I offered to prepare the Fiscal Impact Statement because the College is autonomous in terms of its financial system and its payroll system. So I did it based on a methodology that would have been used by both Budget Offices. We progressed the -- we took a picture of the number of faculty at a particular moment in time and progressed them through. The fiscal impact other than the continued savings for maximizing class size, which should begin actually when we do the Fall 2014/'15 classes, we will be using the higher limits. So that was, as Kevin said, the urgency there.

**LEG. CILMI:**
By the way, just to interrupt for a moment, what is -- what was the difference? So the class size originally was how much? And how many students now can be in the class?

**MS. VIZZINI:**
It really depends on whether -- what type of discipline it is.

**LEG. CILMI:**
Okay.

**MS. VIZZINI:**
Science, you're boxed in because you have laboratories so you couldn't go any more than -- but on average it would have -- we've pushed it to 24 as opposed to -- it's called a plus two. So as opposed to 22. But some classes have hard limits. The developmental classes have hard limits. So those classes that we could push by either two or one were the ones that are scheduled for the additional people. Some classes have as many as 30 because of the room size and what have you. Kevin probably can address that better.

**MR. PETERMAN:**
I just want to say for a traditional 3-credit Liberal Arts/Humanities class, the class size was 35 and now it's 37.

**LEG. CILMI:**
Okay.

**MR. PETERMAN:**
And, again, in this new agreement there is no sunset on that provision.

**LEG. CILMI:**
Okay, great. Thank you, Kevin.

**MS. VIZZINI:**
The savings associated with not having to hire -- once you get to 24 additional students in English or Science or whatever, the savings associated is based on not having to hire yet another adjunct instructor, not having to house that particular group in yet another space or building. And it's estimated at at least $750,000.

**LEG. CILMI:**
Okay. So you were talking about the fiscal impact, though. So $750 is what you would -- what you would call savings as a result of the avoidance of having to hire additional faculty to deal with the additional students in each class or the additional students.

**MS. VIZZINI:**
I think your question was, what's the cost and when to the College.

**LEG. CILMI:**
Right. So that's the savings. And I'd like to ask you before you continue with the rest of the fiscal impact, that was implemented when exactly?

**MR. TEMPERA:**
The plus two?

**LEG. CILMI:**
Yeah.

**MR. TEMPERA:**
The plus two was implemented sometime in 2010.

**LEG. CILMI:**
Okay, so -- and at that time what did we estimate the savings to be?

**MS. VIZZINI:**
About the same.

**LEG. CILMI:**
$750,000.

**MS. VIZZINI:**
The methodology was pretty consistent.

**LEG. CILMI:**
So we've been through now three years of that, roughly, two-and-a-half, whatever, I don't know what the timing was, but at least two years. Have we seen that savings materialize?

**MS. VIZZINI:**
Yes.

**LEG. CILMI:**
Okay. Okay. Continue. Thank you.

**MS. VIZZINI:**
Okay. So, as I said, so I submitted a Fiscal Impact Statement to the County Executive's Office. I don't have a copy of what they submitted to you, but I'm going to assume that it's pretty consistent what I submitted to them. Thanks, Tom.

**MR. VAUGHN:**
Sure. Working together.

**MS. VIZZINI:**
Yes, it looks very familiar. The College is moving into the '14/'15 Operating Budget year. As a matter of fact, our Operating Budget has been submitted to both the Legislature and the County Executive on the prescribed date, the 3rd Friday in April. So you'll have opportunity to review that.

Other than the continued savings, this impact of the salary increases won't hit until the next '16/'15 Operating Budget. So the way I did the Fiscal Impact Statement was to show you what the cost was. For '15/'16 it's $1.5 million; '16/'17 it's 1.3 million; '17/'18 it's 1.8 million; and '18/'19 it's 2.4 million. And over the four years it would be a $7 million impact on the Operating Budget. Again, this assumes -- there's no assumptions as far as retirements or savings associated with new hires or any of the other provisions that you have discussed.

**LEG. CILMI:**
But, Gail, is that net of the $750,000 savings?

**MS. VIZZINI:**
No, then I demonstrated in the chart-offsets. And I priced out the -- both the paperless payroll and the plus two, which together provide a savings of about $1.2 million each year.

**LEG. CILMI:**
Okay. Leaving us with a -- roughly a $5.8 million impact.

**MS. VIZZINI:**
Well, it's each year. So, you know, the $7 million cumulative impact --

**LEG. CILMI:**
Sorry.

**MS. VIZZINI:**
You know, less the five million associated with the offsetting factors would leave us with two million according to the Fiscal Impact Statement.

**LEG. CILMI:**
All right. Let's review that again. So in -- it's a five-year or four-year agreement?

**MS. VIZZINI:**
Four.

**LEG. CILMI:**
Four-year agreement. So in those four years, the added cost associated with the additional benefits in the contract amount to roughly $7 million.

**MS. VIZZINI:**
That's correct.

**LEG. CILMI:**
Over that same four-year period, you're estimating that the savings related to plus two and

paperless payroll are 1.2 million or is that an annual savings?

**MS. VIZZINI:**
That's taken together annually. Those are recurring savings. And that comes to about five million.

**LEG. CILMI:**
Okay. The total -- the total four year savings from those two items come to roughly $5 million?

**MS. VIZZINI:**
Correct.

**LEG. CILMI:**
Okay. So over the five years -- over the four years, then, of the agreement, the fiscal impact -- or the additional cost associated with this agreement to the College would be $2 million?

**MS. VIZZINI:**
Net, correct.

**LEG. CILMI:**
Right. And, then, to the extent that you've received -- that Budget Review has received information from the College, you concur with that? Because you seem to indicate that there was a difference of about $3 million in what your calculations show and what their calculations show.

**MR. PERNICE:**
Correct. So we're using their cost estimates of the $7 million for additional cost. And then they have -- the two items that -- the two main items they have that save money are the paperless checks, which they estimate at saving 500,000 a year. And the plus two which they estimate at 750, which is how Gail's calculating the 1.2 million a year.

What we're saying is that $500,000 savings is a -- will be a reduction in cost recurring when we're experiencing. So we're counting that $2 million in savings. That being said, the plus two already exists. So if we did not extend it, our costs would go up by $750,000 a year, but we're not actually reducing our cost by $750,000 a year. So if you -- if you count that $3 million as a savings in the contract, you've double counted the savings.

**LEG. CILMI:**
But -- okay. But we are -- we are really reducing. Because without any action here, those costs would necessarily be there.

**MR. PERNICE:**
Right. So instead of $7 million, the cost of the contract would be $10 million. Because you would be -- if you allowed it to expire, you would jump up by 750 each year, which would make the cost ten million. But by extending it, you've cut it to 7. And then all you're actually reducing the 7 by is the 500,000 a year.

**LEG. CILMI:**
Right. Okay, so I understand your point. And considering that, it seems to me that although you're right, their presentation, I think, is accurate. And if that -- that being the case, if you're talking about a $2 million impact, then, over four years, so that's a half million dollars a year if I'm not mistaken. Is that right?

**MS. VIZZINI:**
It is manageable, yes.

**LEG. CILMI:**
Okay. Well, I guess the next question would be, then, how do you plan on managing it?

**MS. VIZZINI:**
Well, we have a five-year budget model. And, if I may, just for a moment, I do take exception to the -- to Budget Review's approach that it's double counting. And I thank you for your support in terms of the transparency of the presentation. But with payroll and personnel, just like the new car you drive off the lot, it's -- the value is different as soon as you drive it off the lot than what you just paid for it. So payroll is constantly changing. As I indicated there's no assumption here for turnover savings, retirements, hiring new faculty or more adjunct faculty, whatever course of action the College needs to go to to address this during the Operating Budget.

Our protocol is each year we do a budget gap. We do a budget model much like the County does. We have a five-year projection in terms of our revenue sources. And the combination hopefully we will be able to have some efficiencies in-house; and where we cannot, we have State Aid, student tuition, County contribution and reserve. Those are our four sources of revenue.

**LEG. CILMI:**
So what's the College's annual operating budget again?

**MS. VIZZINI:**
It's -- the Operating Budget that we presented is $205 million without grants. Grants about $3 million.

**LEG. CILMI:**
So if there's somebody with a calculator, what percentage is a $500,000 annual increase as, you know, to the overall budget?

**MS. VIZZINI:**
Benny. Point 0 --

**LEG. CILMI:**
About a quarter percent?

**MS. VIZZINI:**
Of 1%.

**LEG. CILMI:**
Okay. So I mean that certainly sounds reasonable to me when you look at the general scheme of things; or if you look at it from a sort of a 30,000 foot point of view. I just want to get into some of the specifics of the contract, if I could, for a moment particularly with respect to the step increases and the salary increases, just for my own edification.

So presently, or for the last couple of years, there have been zero percent salary increases, zero percent raises, if you will. It's difficult, because you have step increases and you have the salary increases. So can you give us sort of a quick thumbnail sketch of what the existing salary increase schedule is and what the existing step schedule is and how that changes as a result of this contract?

**MR. TEMPERA:**
Well, the last agreement, which is being extended, was a zero, zero, two/two increase.

**LEG. CILMI:**
Two/two being in what years?

**MR. TEMPERA:**
In the current year '14/'15 and in '13/'14. He's talking about the old contracts. So it was zero, zero; '13/'14 was a 2% increase; '14/'15 was a 2% increase. So the contract expired August 31st of 2015. This contract kicks in September 1, '15 with the 1.5%. And I'm just giving you rates for the full-timers. 1.5% in February of '16. And then each February thereafter for the next three years 2%, 2%, 2.5%.

**LEG. CILMI:**
Okay. And are there any increases in the actual steps?

**MR. TEMPERA:**
The whole salary schedule goes up by these --

**LEG. CILMI:**
I understand that, but there's no -- there's no additional increase in the step raises; correct?

**MR. TEMPERA:**
That's correct.

**LEG. CILMI:**
Okay. So the steps kind of stay the way they are from a -- from a -- how do I explain this -- from a -- exclusive of the salary increase, steps would stay what they are. But because we have the salary increase as detailed here, the amount of salary that anyone at any given step might receive will be increased by this amount. But the steps themselves -- when I go from step one to step two to step three to step four, you're not saying that -- or this agreement doesn't increase the value of those step increases at all.

**MR. TEMPERA:**
That's correct. They will remain constant. The annual salary will go up. The only difference in the steps will occur between step one and step two since step one will now be frozen for the life of the contract. So, for instance, if it's a 3% difference right now, and step two goes up by a point and a half, and step one remains frozen, the increase when someone moves from step one into step two is going to be a 4.5% gap. And that will follow through the life of the contract. The savings -- there's a savings during the first year that someone is hired as a result of freezing that entry level salary step.

**LEG. CILMI:**
And how long does it take faculty from -- you know, from step -- from starting salary to step one to step two, etcetera?

**MR. PETERMAN:**
If I may, let me just explain it. It's academia so, of course, it can't be that simple. In order to get to the top of the salary schedule, you must be a full Professor. And that's not automatic. We have a Promotion Committee. There are certain criteria. So for each particular academic rank instructor, if you never get promoted, the top step that you can achieve is step nine.

**LEG. CILMI:**
Okay.

**MR. PETERMAN:**
So then you'd have to get promoted to Assistant Professor. So you'd have to be an instructor for three years before you're eligible to even apply for promotion to Assistant. Then you have to be an Assistant for four years before you could even apply for a promotion to Associate. And then you have to to be an Associate Professor for five years before you can apply for full Professor.

**LEG. CILMI:**
So potentially, Kevin, how long does it take somebody, then, to get from -- from base salary to step nine?

**MR. PETERMAN:**
Nine years.

**LEG. CILMI:**
Okay, so it's each year?

**MR. PETERMAN:**
Yeah.

**LEG. CILMI:**
Each year they increase a step?

**MR. PETERMAN:**
Right.

**LEG. CILMI:**
And what is that when you go from step one, is it -- are the increases consistent?

**MR. PETERMAN:**
Yes.

**LEG. CILMI:**
And what are they? It's a percentage of --

**MR. TEMPERA:**
Yeah. A little under 4%. Three point -- I want to say it's 3.8 something if I remember correctly, but it's under 4%.

**LEG. CILMI:**
Okay. So based on that system, which is consistent pretty much in terms of, you know, across the board, municipal workers get step increases, right, but based on that system, an employee -- or a faculty member is effectively getting in -- effective February 1st of 2016, they're effectively getting probably somewhere between a 5 and 6% salary increase based on their step and their increase of salary. And then similarly every year thereafter.

**MR. TEMPERA:**
The steps are the steps are the steps. They're going to get that step increase whether we have a contract or not. There were improper practices that were filed, I want to say, probably in the mid-1980s when the County chose not to grant step increases at the expiration of the contract. The Faculty Association as well as other unions brought improper practices against the County. And it was deemed a violation of the Taylor Law. Those step increases go on whether we have a contract or not. So they're a set cost. And that's -- they're going to be there whether we have --

**LEG. CILMI:**
I understand that. I just wanted to make sure I understood the math.

**MR. TEMPERA:**
That's correct.

**LEG. CILMI:**
Okay. I think that's -- I think those are all the questions I had. Thanks both of you.

**CHAIRWOMAN ANKER:**
Okay. So we have a motion; we have a second. All in favor? Opposed? Abstention? Motion carries. **(VOTE: 5-0-0-0)**

**MR. TEMPERA:**
Thank you.

**MR. PETERMAN:**
Thank you.

**CHAIRWOMAN ANKER:**
Thank you. We have no further business here today. And the Committee is adjourned. Thank you.

**THE MEETING CONCLUDED AT 10:41 AM**
**{ } DENOTES SPELLED PHONETICALLY**