

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ADMINISTRATION & FACULTY ASSOCIATION  
OF  
SUNY BROOME COMMUNITY COLLEGE

The undersigned understand and agree to a clarification and addition of language in the current collective bargaining agreement (2012-2015) for contract **ARTICLE 26 – DUES DEDUCTIONS & PAYROLL DEDUCTIONS.**

New text is indicated by underscore to distinguish from the existing language.

**ARTICLE 26 - DUES DEDUCTIONS & PAYROLL DEDUCTIONS**

The Employer will deduct from the wages of employees represented by the Faculty Association 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 Faculty Association on a regular monthly basis. The revocation rights of an employee relating to payroll deductions are recognized by the Faculty Association under this Agreement in accordance with applicable New York State Law. Payroll deductions will be available for any of the following if requested by the employee in writing on appropriate form:

1. Fiduciary Agent – In accordance with SUNY regulations to comply with IRS Code for voluntary savings plans, effective January 1, 2009 authorized insurers and investment companies available to community college employees through SUNY's plan are limited to TIAA-CREF, AIG, ING, Met Life and Fidelity.
2. G.H.S. Federal Credit Union
3. Tax Sheltered Annuity
4. United Way
5. When the Association can document that 85% of regular full-time and adjunct full-time employees are dues paying members of the Association, the following agency shop provision shall be put into effect:

The Employer shall deduct an agency shop fee in the amount equivalent to the unified dues of the Association and transmit the sums so deducted to the Association.

Members of the Guild and college Administration at the level of AVP/Dean or higher and the Assistant to the EVP/CAO shall not be subject to the agency fee deduction. As such, they are not and shall not be members of the Faculty Association.


Deduction of this agency fee provided for in the above paragraph of this Article shall be made, consistent with the dues deduction schedule of this Agreement, beginning in July and ending in June of each school year, or in such other manner as the parties may agree in writing. The Employer agrees to furnish the Association with an alphabetical listing showing the names of all employees in the unit who are hired after October 1 of any school year. Deductions shall be appropriately prorated so as to complete deduction of the annual agency fee by the end of each school year.

The Employer and the Association agree to furnish to each other any information needed by either of them to fulfill the provisions of this article.

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.

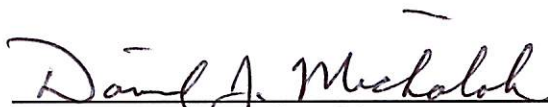
The parties further agree that this clarification of the collective bargaining agreement is to be immediately effective.

**For the College**

  
Dr. Kevin E. Drumm, President

Date: 8/29/14

**For the Faculty Association**

  
David J. Michalak, President

Date: 9/8/14

**Witnesses**

Name: Patricia O'Day

Date: 8/29/14

Name: John G. Lohman

Date: 9/8/14