

## MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an Agreement between the Faculty Association of Suffolk County Community College ("Faculty Association") and Suffolk County Community College ("College") (collectively, the "Parties") to implement necessary cost-savings measures to address anticipated revenue shortfalls in the 2020–2021 academic year:

WHEREAS, the College and the Faculty Association are parties to a Collective Bargaining Agreement ("CBA") with a term of September 1, 2019 to August 31, 2022; and

WHEREAS, the Stipulation of Agreement between the Parties to extend the term of the CBA through August 31, 2022 included a retroactive increase to the full-time salary schedules of 1.6% at each step effective February 1, 2020, as well as a retroactive increase to the adjunct and overload rate schedule effective with the start of the Spring 2020 semester of 2% at each rank;

WHEREAS, the CBA provides for full-time, adjunct, and overload compensation based upon the category of full-time Faculty Association position held, provides additional longevity and promotion benefits for eligible Faculty Association members, provides conference attendance benefits, provides for reassigned time or adjunct/overload compensation as outlined in Appendix J for the purposes of training and/or course modification for distance education, and restricts the portion of a full-time faculty member's basic load that can be taught online; and

WHEREAS, the current COVID-19 pandemic and the impact of the pandemic on the federal, state, and local economy has caused an unforeseen reduction in state and local revenues and, by extension, in revenues and aid for the College for the 2019–2020 academic year and 2020–2021 academic years; and

WHEREAS, the parties wish to avert the layoff of full-time Faculty Association members while implementing necessary personnel-related cost-savings measures for the 2020–2021 academic year;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Longevity Deferral:** The Parties agree that payment of the longevity benefit outlined in Article V(C) of the CBA to eligible full-time Faculty Association members, which would otherwise be payable in January 2021 pursuant to Article V(C)(3), shall be deferred. All monies due to Faculty Association members and which are deferred by the implementation of this longevity deferral will be paid to the employees upon separation from employment. Longevity shall be paid at the rate in effect when it was earned.

2. **Deferral of Retroactive Payment of the Full-time Salary Schedule Increase on February 1, 2020:** The Parties agree that retroactive payment for the scheduled increase of 1.6% at each step of the full-time salary schedule effective February 1, 2020 through August 31, 2020, as outlined in Paragraph 2 of the Stipulation of Agreement between the Parties to extend the term of the CBA through August 31, 2022, shall be deferred until the first payroll period after August

31, 2022. All monies due to eligible Faculty Association members and which are deferred by the implementation of this deferral will be paid to the employees as follows:

- a. Employees who remain employed by the College through August 31, 2022 will receive from the College any deferred monies due to them in the first payroll period following August 31, 2022.
- b. Employees who separate from employment with the College prior to August 31, 2022 will receive from the College any deferred monies due to them upon separation from employment.
- c. Deferred monies will be paid to the affected employees at the value withheld.

3. **Deferral of Retroactive Payment for Spring 2020 Increase to the Adjunct/Overload Rate Schedule:** The Parties agree that retroactive payment for the scheduled increase to the adjunct and overload rate schedule effective with the start of the Spring 2020 semester of 2% at each rank, as outlined in Paragraph 3 of the Stipulation of Agreement between the Parties to extend the term of the CBA through August 31, 2022, shall be deferred. All monies due to Faculty Association members and which are deferred by the implementation of this deferral will be paid to the employees no later than October 31, 2020.

4. **Deferral of Promotion Increment Bonus:** The Parties agree that payment of the promotion increment bonus outlined in Appendix A of the CBA to eligible full-time Faculty Association members, which would otherwise be payable at the time of promotion pursuant to Appendix A, shall be deferred. All monies due to Faculty Association members and which are deferred by the implementation of this promotion increment bonus deferral will be paid to the employees no later than January 31, 2021. The promotion increment bonus shall be paid at the rate in effect when it was earned.

5. **Effect of Deferrals in Paragraphs 1, 2, 3, and 4:** Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current CBA. While the parties intend for the deferrals outlined in this Agreement to be pension neutral, they agree that only the Retirement System can make that determination, and that affected employees will be bound by the Retirement System's determination.

6. **Reduction of Conference Attendance Benefit:** The professional conference reimbursement benefit outlined in Article V(G) of the CBA shall be reduced by fifty percent (50%) from the period of September 1, 2019 through August 31, 2021. This reduction shall apply only to requests submitted after August 20, 2020.

7. **Step Movement:** Salary schedule step movement under the current CBA for Faculty Association members otherwise eligible for the same effective September 1, 2020 shall not be affected by this Agreement.

8. **Waiver of Appendix J Reassigned Time and Adjunct/Overload Compensation:** For faculty members who complete the Quality by Design (QbD) professional development offered by the College's Center for Innovative Pedagogy as part of the June 2020 or

July 2020 cohorts leading to provisional certification to teach in the online modality, completion of subsequent training or professional development necessary to receive permanent certification to teach in the online modality shall be without any reassigned time or adjunct/overload compensation, notwithstanding any provision to the contrary in Appendix J of the CBA.

9. **Term Reappointments and No Layoffs:** In consideration for the personnel cost-savings measures expected to be achieved as a result of this Agreement, the College agrees: (a) to make term reappointments for all probationary full-time Faculty Association members with full teaching loads and/or full assignments effective September 1, 2020 and notify the affected employees accordingly; (b) that no full-time Faculty Association members shall be laid off through December 31, 2020; and (c) to make reasonable efforts to avoid layoff of full-time Faculty Association members through June 30, 2021 for ten-month faculty and through August 31, 2021 for twelve-month faculty. In the event layoffs are necessary despite reasonable efforts to avoid the same, the College agrees to meet with the Faculty Association to discuss the impact of any such layoffs. This paragraph shall not apply to separations from employment for reasons other than layoff, including but not limited to disciplinary termination, performance-based termination, or the abolishment of positions by action of the College Board of Trustees.

10. **Waiver of Online Course Load Limitations:** In further consideration for the personnel cost-savings measures expected to be achieved as a result of this Agreement and based upon the unexpected, increased need for courses to be taught online as a result of the COVID-19 pandemic, the Parties agree to waive the limitation outlined in Appendix J of the CBA restricting full-time faculty to teaching only up to forty percent (40%) of their basic load (two (2) sections totaling no more than eight (8) credits online) through the 2020–2021 academic year.

11. **Withdrawal of Grievance No. 20-02:** The Faculty Association hereby withdraws Grievance No. 20-02, with prejudice, and agrees not to file any claim or grievance relating to the same subject matter thereof.

12. The Faculty Association agrees not to file any claim or grievance relating to this Agreement except to enforce this Agreement.

13. Except as specifically set forth herein, it is agreed that the provisions of this Agreement shall be non-precedent setting, shall not constitute a practice or a policy on the part of the College or the Faculty Association, and shall not be construed as modifying any of the terms of the existing CBA, or any practices that may exist between the College and the Faculty Association.

14. This Agreement may not be cited by the College or the Faculty Association in any grievance, grievance hearing, arbitration, PERB hearing, court matter or any other similar proceeding except to enforce the provisions of this Agreement.

15. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals, understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.


16. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**SUFFOLK COUNTY COMMUNITY COLLEGE**

Dated: 8/25/2020

By:   
Angelica Rivera  
Assistant Vice President,  
Human Resources

**FACULTY ASSOCIATION**

Dated: 8.25.2020

By:   
Dr. Dante Morelli, President