

## MEMORANDUM OF AGREEMENT

When signed below, this shall constitute an Agreement between the Guild of Administrative Officers of Suffolk County Community College (“Guild”) 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 Guild are parties to a Collective Bargaining Agreement (“CBA”) with a term of September 1, 2005 to August 31, 2011, and Stipulations of Agreement extending the term through August 31, 2019; and

WHEREAS, Article II of the CBA provides for compensation based upon the category of Guild position held, and Article IX of the CBA provides an additional longevity benefit for full-time Guild members; 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 Guild 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. **Salary Reduction and Deferral:** The Guild agrees to the implementation of a deferral and reduction in pay of 2.25% of the gross pay before any deductions for each pay period commencing on September 7, 2020 and continuing for a period of one (1) calendar year. This shall be implemented as follows:

- a. Commencing September 7, 2020, all Guild members will have deferred 2.25% of their gross bi-weekly paycheck, before any deductions, excluding overload, are made. The bi-weekly amount deferred will include faculty base pay plus stipend or bi-weekly pay based upon the Guild salary plan. This reduction will remain in effect for a period of one (1) year.
- b. Nothing herein shall be construed as otherwise diminishing any salary or other contractual benefit set forth in the current CBA.
- c. All monies due to Guild members and which are deferred by the implementation of this salary reduction and deferral will be paid to the employees as follows:
  - i. Employees will receive from the College any deferred monies due to them upon separation from employment, provided, however, that an

employee may request earlier payment of his/her deferred monies at any point after August 29, 2025.

ii. Deferred monies will be paid to the affected employees at the salary rate of pay in effect when it was earned.

d. While the parties intend for the deferral 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.

2. **Longevity Deferral:** The parties agree that payment of the longevity benefit outlined in Article IX of the CBA to eligible Guild members, which would otherwise be payable in January 2021 pursuant to Article IX(1)(c), shall be deferred to December 2021. Longevity shall be paid at the rate in effect when it was earned.

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

4. **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 Guild members effective September 1, 2020 and notify the affected employees accordingly; (b) that no Guild members shall be laid off through December 31, 2020; and (c) to make reasonable efforts to avoid layoff of Guild members through August 31, 2021. In the event layoffs are necessary despite reasonable efforts to avoid the same, the College agrees to meet with the Guild 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, termination of employment for reasonable cause, or the abolishment of positions by action of the College Board of Trustees.

5. The Guild agrees not to file any claim or grievance relating to this Agreement except to enforce the terms of this Agreement.

6. 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 Guild, 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 Guild.

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

8. 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.



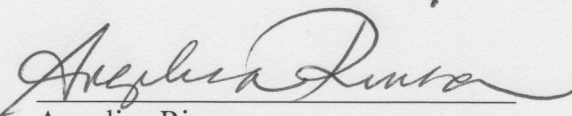
9. This Agreement may not be amended or modified orally; this Agreement can only be amended or modified by written agreement, signed by authorized representatives of both parties.

10. 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.

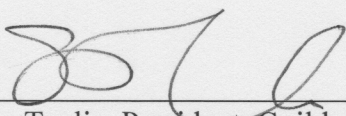
**SUFFOLK COUNTY COMMUNITY COLLEGE**

Dated: 8/25/2020

By:   
Angelica Rivera  
Assistant Vice President,  
Human Resources

**GUILD OF ADMINISTRATIVE OFFICERS**

Dated: 8/25/2010

By:   
Sean Tvelia, President, Guild