

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN TOMPKINS
CORTLAND COMMUNITY COLLEGE and FACULTY ASSOCIATION UNIT**

WHEREAS, Tompkins Cortland Community College ("College") and the Faculty Association ("Association") are parties to a collective bargaining agreement ("CBA") covering the period from September 1, 2019 through August 31, 2021; and,

WHEREAS, the COVID-19 (Coronavirus) pandemic is an emergency ("Emergency") that has resulted in an unprecedented economic impact has required extraordinary actions to protect the public health; and

WHEREAS, federal and state enactments have provided enhanced protections for workers having temporary and permanent losses of employment resulting from the Emergency which may be available to employees of the College covered by this MOU; and

WHEREAS, the current CBA does not contain provisions which speak to "furlough" as a method of implementing temporary reductions in staffing; and

WHEREAS, the parties have met and conferred as to the terms and conditions of utilization of such temporary staffing tool which are provided herein; and

WHEREAS, the College has applied to the NYS Department of Labor (DOL) for participation in the SHARED WORK Program and contingent upon the approval from the NYS DOL; and

THEREFORE, except as revised or amended below, the language of the 2019-2021 CBA by and between the College and the Faculty Association will continue in full force and effect with additional provisions as follows:

1. Implementation of Furloughs. The College may implement unpaid furloughs to non-teaching employees ("Emergency Furloughs") commencing on June 1, 2020 and will conclude July 31, 2020, unless the Pandemic Unemployment Assistance is extended, terminated and revised in writing by mutual agreement of the parties. Emergency Furloughs will be conducted as follows:

Emergency Furloughs

- i. All non-teaching employees covered under the CBA will be subject to Emergency Furloughs. Employees will be designated to units (groups) for purposes of reporting to the Department of Labor under the SHARED WORK Program. Emergency furloughs will be 20%, 40% or 60% reduction in work schedules.
- ii. Units (groups). Based upon College business needs, each unit can change their work schedule, then be changed again at a later date.

- a. Units will receive seven (7) calendar days' notice of a schedule change.
- b. Units may receive less than seven (7) days' notice of a schedule change upon conversation and agreement with the Faculty Association unit President.

2. Salary Thresholds

The New York State minimum salary threshold for exempt employment is \$46,020. If, during the Emergency Furlough Period, an employee fall below this threshold, the employee will be changed from an exempt status to a non-exempt status. The employee will return to exempt status reinstatement from the Emergency Furlough but no later than July 31, 2020, unless the Pandemic Unemployment Assistance is extended, terminated and revised in writing by mutual agreement of the parties.

i. Non-Exempt Status

- a. Employees who are classified as non-exempt may not work longer than seven and one half (7.5) hours per day.
- b. Employees must report a thirty (30) minute rest period on their time card through the College's timecard reporting system.
- c. Any employee who may need to work greater than seven and one half (7.5) hours per day must receive approval from their supervisor prior to working additional hours.

- 3. Duration of Emergency Furloughs. Emergency Furloughs pursuant to this MOU shall be through July 31, 2020, unless the Pandemic Unemployment Assistance is extended, terminated and revised in writing by mutual agreement of the parties. The time when an employee is on Emergency Furlough is referred to as an "Emergency Furlough Period." Employees on Emergency Furlough can be recalled and/or re-furloughed at any time during the Emergency Furlough Period. The College expects and intends that Emergency Furloughs pursuant to this MOU will be temporary and that furloughed employees will be recalled by the end of the Emergency Furlough Period.
- 4. NYS Unemployment Compensation Benefits. Employees identified herein as on "furlough" shall remain employees of the College and retain all rights and privileges of employment.

- a. Employees participating in an Emergency Furlough due to lack of work are anticipated to initiate their personal application for NYS Unemployment Insurance benefits with the NYS Department of Labor for a SHARED WORK unemployment claim. Employees shall be provided a reference sheet for initiating their personal application for NYS Employment Insurance benefits from the College's Department of Human Resources.
- b. Health Insurance Benefits. Furloughed employees shall be permitted to continued participation in the College's health insurance program at monthly contribution rates for active employees. Contributions for health care premiums may continue in one of two ways during the Emergency Furlough Period.
 - i. Option 1: For employees who are enrolled in the health care program, eighty percent (80%) of the cost of coverage will be paid by the College. The remaining twenty percent (20%) must be paid by the employee by direct and pull payment to the College, by the first of each month during the Emergency Furlough Period (with a thirty (30) day grace period).
 - ii. Option 2: For employees who are enrolled in the health care program, eighty percent (80%) of the cost of coverage will be paid by the College. The remaining twenty percent (20%) must be paid by payroll deduction during the bi-weekly payroll cycle.
- c. Dental and Vision Benefits. Furloughed employees shall be permitted to continue participation in the College's dental and/or vision insurance program at monthly contribution rates for active employees. Contributions for dental and/or vision premiums may continue in one of two ways during the Emergency Furlough Period as outlined for health care deductions Option 1 and Option 2.
- d. Flex Spending Benefits. Furloughed employees are encouraged to discuss their Medical and Dependent Care Flex benefits with the College's Benefits Coordinator.
- e. Leave Accrual Benefits. Monthly Leave accruals for Sick and Vacation Leave will remain in effect for employees on Emergency Furlough. Employees on Emergency Furlough must report one (1) day of hours worked under the SHARED WORK program. Employees cannot report use of leave time for an entire week under the SHARED WORK program.
- f. Dates of Employment. Furloughed employees will not have leave time adjusted for the Emergency Furlough Period.

- g. NYS Employees' Retirement System (ERS) and Teachers' Retirement System (TRS). Hours reported to ERS/TRS for employees on Emergency Furlough will be adjusted to reflect the percentage of time on Emergency Furlough.

Employees are on Emergency Furlough with outstanding loans through NYS ERS/NYS TRS will continue to have their loan repayment deductions withheld from their biweekly payroll.

- h. Optional Retirement Program (ORP). Percent contributions to the ORP will be remitted by the College to TIAA based upon the employee's earnings through the College's payroll system.
- i. Statutory Deductions. Statutory deductions including NYS and federal taxes and payroll garnishments will be the initial deductions from biweekly payroll. After statutory deductions, contributions to the retirement system, health care, dental and/or vision, and any other deductions will be withheld.
- j. Family and Medical Leave Act (FMLA). For purposes of FMLA, work days during a furlough period covered by a FMLA certification will not be counted against an employee's FMLA work week leave entitlement.
- k. Union Dues. Deductions for Union Dues shall be suspended for effected members for the duration of this agreement. The Association will oversee this item internally to maintain union membership for affected members.
- l. The College's Employee Assistance Program (EAP) remains available for employee and their families during the Emergency Furlough Period.
- m. Release from Duties. During any furlough period, employees do not report to work; request or participate in any work-related activity, including making or receiving telephone calls, emails or meetings; work on projects related to College needs; or perform any work which would benefit the College.

5. Termination of Emergency Furlough Period.

- a. Employees are responsible for ensuring current contact information (mailing address, phone numbers and email address, if available) is available to the College's Department of Human Resources during the period of furlough with an ongoing responsibility to communicate any changes to this information for any portion of the Emergency Furlough Period.
- b. Emergency Furlough will conclude July 31, 2020, unless the Pandemic Unemployment Assistance is extended, terminated and revised in writing by mutual agreement of the parties.

- c. Employees resigning from employment must provide written notice to the College's Department of Human Resources.
 - d. The College will notify employees of any changes in the timing or duration of the Emergency Furlough. The College will provide advance notice to the employee to return to work on their specified return to work date.
6. Emergency Furlough Program Agreement. The Memorandum of Understanding shall not set forth a precedent in the interpretation of the CBA between the parties to the extent that it addresses subjects for with the CBA is silent.
 7. Hold Harmless Agreement. All employees who are participating in the Emergency Furlough will be held harmless from any claims arising as a result of the Shared Work program. This may include any unemployment claim that is later determined to be invalid under the Shared Work program.
 8. This Agreement shall be interpreted in a manner consistent with the laws of the State of New York and/or of the United States of America; Provided, however, that if any provision of this Agreement and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.
 9. Execution of Agreement: This MOU shall be effective upon execution and shall remain in effect until July 31, 2020, unless the Pandemic Unemployment Assistance is extended, terminated and revised in writing by mutual agreement of the parties.

IT IS HEREBY AGREED AS FOLLOWS:

Orinthia Montague

 Orinthia T. Montague, President
 Tompkins Cortland Community College

 5/22/2020
 Date

Scott A. Ochs

 Scott Ochs, President
 Tompkins Cortland Community College
 Faculty Association

 5/22/2020
 Date