

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”) regarding mandatory COVID-19 testing:

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, there currently exists an unprecedented public health crisis presented by the COVID-19 pandemic and a critical need to quickly identify and control the spread of COVID-19 on the College’s campuses to promote a safe on-campus environment for all members of the College community; and

WHEREAS, the State University of New York (SUNY) has mandated COVID-19 testing of all on-campus students and has strongly recommended that faculty and staff working on campus participate in COVID-19 testing; and

WHEREAS, current COVID-19 cluster zone guidelines issued by New York Governor Andrew Cuomo would require weekly testing of faculty and staff working on campus when applicable thresholds are reached; and

WHEREAS, the College and the Faculty Association wish to memorialize their understanding with regard to mandatory COVID-19 testing of on-campus employees;

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

1. Effective immediately and continuing for the duration that the COVID-19 pandemic remains a declared public health disaster/emergency by the Federal Government¹ and/or New York State,² the College will conduct COVID-19 testing of all Faculty Association employees who are required to report in person to campus or to an off-site location (such as a clinical or field site) to conduct some or all of their work obligation.

2. Testing of employees shall be conducted in concert with the regular COVID-19 surveillance testing the College has implemented to meet SUNY directives, no less frequently than the testing that occurs for the College’s on-campus student population, or as frequently as may be required by applicable New York State, SUNY, or public health directive(s) if such frequency is greater than that occurring for the on-campus student population. Testing shall utilize self-administered saliva tests or short swab tests selected by the College. Employees to be tested in each testing cycle shall be selected to best ensure that potential outbreaks across the campus populations can be identified.

¹ See, e.g., Proclamation No. 9994, 85 Fed. Reg. 15337 (Mar. 18, 2020).

² See Executive Order [Cuomo] 202 (Mar. 7, 2020), *et seq.*

3. The College's COVID-19 surveillance testing plan and associated information regarding how samples for testing are constructed, including information such as the size of pools and the number and demographics (e.g. which departments or units are represented) of employees to be tested in each testing cycle shall be provided to the Faculty Association.

4. Procedures for testing must ensure that:

- a. The identity of individual employees selected for testing each cycle remains confidential and is only accessible on a need-to-know basis.
- b. The testing is conducted in a manner which protects the privacy of the employee being tested, to the extent possible.
- c. The identity of any individual employees who test positive remains confidential, to the extent possible. However, the Faculty Association acknowledges that the College must comply with all applicable reporting mandates from New York State, SUNY, and public health authorities.

5. Employees subject to testing shall be tested during their regular work hours on days they are scheduled to report to campus or to an off-site location. The testing shall be conducted without cost to the employee.

6. Test results shall not be retained in personnel files or other personnel records, except in a confidential medical file within the Office of Human Resources, and shall not otherwise be retained by the College any longer than is necessary to comply with public health requirements associated with the COVID-19 pandemic, nor used for any purpose other than compliance with public health requirements and protecting the health of the College community.

7. This agreement shall expire on the date the COVID-19 pandemic is no longer declared a public health disaster/emergency by the Federal Government and New York State, unless extended by mutual written agreement by the Parties.

8. The Faculty Association agrees not to file any claim or grievance relating to this Agreement. Any conflict arising from this Agreement may be raised by a Faculty Association representative to the signatories of this Agreement, or their designees, for prompt response and resolution.

9. 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 CBAs, or any practices that may exist between the College and the Faculty Association.

10. 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.

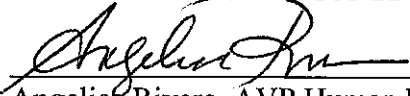
11. This Agreement is the complete and exclusive statement of the agreement between the parties, and supersedes all prior or contemporaneous, oral or written: agreements, proposals,

understandings, representations, conditions or covenants between the parties relating to the subject matter of the Agreement.

12. 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.

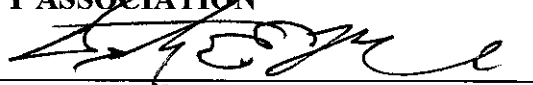
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SUFFOLK COUNTY COMMUNITY COLLEGE

By: 
Angelica Rivera, AVP Human Resources

Date: 11/18/2020

FACULTY ASSOCIATION

By: 
Dr. Dante E. Morelli, President

Date: 11.18.2020