

Memorandum of Agreement

September 28, 2023

The negotiations committees of Brookdale Community College (herein the "College") and the Brookdale Community College Professional Staff Association (herein the "Association") agree to the terms of this MOA as set forth below. The parties acknowledge that these terms and conditions of employment are subject to ratification by the College and the membership of the Association, and the mediator retains jurisdiction until ratification. All parties agree to support and recommend these terms and conditions to their respective parties for ratification.

All issues not mentioned herein are withdrawn. All other language in the expired agreement shall continue in the new contract and will remain status quo. All terms and conditions previously agreed to shall remain settled and incorporated into the new Agreement, and are attached hereto.

4.5 – Shift differentials to be increased to \$1.50/hour and \$2.00/hour for second and third shifts. This increase shall go into effect upon full ratification of the Agreement.

20.1 -Economics:

FY23 \$2,100

FY24 \$2,100

FY25 \$2,100

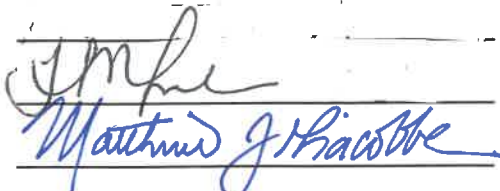
FY26 \$2,100

FY27 \$2,100

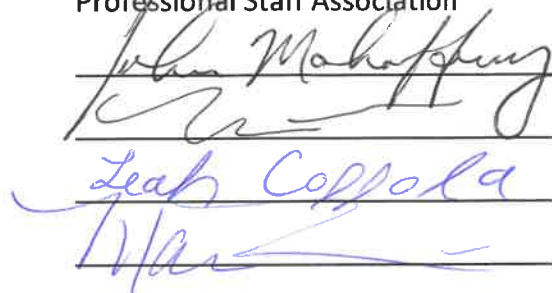
Minimums and maximums increase by 80% of the general wage increase.

The above increases shall be retroactive to July 1, 2022.

Brookdale Community College



Brookdale Community College
Professional Staff Association



Professional Staff Association Memorandum of Agreement

July 1, 2022- June 30, 2027

1.1 The College recognizes the Association as the sole and exclusive bargaining agent of support staff **working 30 or more hours per week**, excluding supervisory personnel, exempt-administrative staff, Officers of the College, commissioned police, and confidential support staff, (to include confidential staff positions reporting to the following positions: President; Executive Assistant to the President; Executive Vice Presidents; Vice Presidents; **Associate Vice Presidents**; Deans; Chief of Police; and administrators actively involved in contract negotiation matters). **Current Association members working fewer than 30 hours per week are grandfathered.**

3.12 – Omit “and the Corresponding Secretary.”

3.13 - replace “Affirmative Action” with “Equal Opportunity.”

3.14 – revise to read: “The College and the Association agree there shall be no discrimination on the basis of protected classes, in accordance with state and federal law.”

4.3 - Power Plant Operators and Security Guards who may be required to maintain a 40 hour schedule during summer hours will be compensated ½ hour at straight time per shift worked between June 1 and August 15, as long as the summer schedule is in place.

4.4 - Revise to read: Overtime compensation and the methods by which overtime payments are made shall be consistent with the requirements of the Fair Labor Standards Act. Holidays, sick days, vacations days, bereavement, personal **and other leave time** that occur within a work week shall **not** count toward the calculation of forty (40) hours for computing overtime.

4.5 – Add: Shift differentials to be increased to \$1.50/hour and \$2.00/hour for second and third shifts, effective upon ratification of this Agreement.

4.11 - Time and one half shall be paid to an essential employee who is required to remain on location in-person, to report in-person to a college location, or to an employee assigned by a College Officer to remain or report on location in-person when the College buildings and grounds are closed and all other employees are assigned to work remotely due to inclement weather, power outages, and other emergencies.

In order to maintain essential services, employees in the Grounds/Maintenance, the Power Plant, and the Police Department are considered essential employees and are expected to work in their normal schedules plus any required overtime during periods when the College buildings and grounds are closed/fully remote due to inclement weather, power outages, and other emergencies. Essential employees and those assigned by a College Officer to remain at or report in-person as noted above shall be compensated at time and one-half regardless of whether the employee exceeds forty (40) hours worked during the week. This provision does not apply to employees assigned to work remotely.

9.1 - revise the first sentence as follows: Seniority shall be defined as an employee's total length of service with the College beginning with the date of hire **in a regular position**, reduced by unpaid leaves of absence of more than thirty (30) calendar days. Upon successful completion of the initial probationary period, service seniority shall accumulate from the date of hire until there is a break in service.

- 14 - Add before 14.1: Except as may be required by law, benefits are restricted to employees working 30 or more hours per week. Bargaining unit members currently working fewer than 30 hours per week and receiving benefits are grandfathered.
- 14.1 - Add as next to last sentence: These courses shall be pursued without interference with the employee's regular work schedule.
- 14.5.C. – Revise to read: "All full-time employees eligible for benefits hired after July 1, 2020 shall be enrolled in a health plan set forth in Ch. 44, P.L. 2020 and shall contribute towards same in accordance with Ch.44, P.L. 2020."
- 14.5.D. - change "covered" to "eligible" in line two.
- 14.6 – Revise next to last sentence to read: "Accrued time off will be used before status changes to unpaid, where applicable, except that sick time may be used only for illness or **other leaves as may be required by law.**"
- 14.6.B. Sick Leave - A regular employee shall accrue sick leave with pay at the rate of one and one-quarter ($1\frac{1}{4}$) days per month worked and may accumulate sick leave without limit. An employee may be required to provide justification for use of sick days. **Upon prior notice to the immediate supervisor, an employee is entitled to use accrued sick leave for preventative health care appointments. A good faith effort shall be made to schedule preventative health care appointments during non-working hours.**
- 14.6.C. – Bereavement - Add to the following sentence as noted, "Additional days, if needed, may be charged to sick leave **and/or personal days, with supervisor approval.**"
- 14.6.G. – Short Term Disability - Omit "Effective July 1, 2015" from first sentence. Omit 2nd sentence.
- 14.6.L. - Special Purpose Leave - Add to end of first sentence: "not to exceed one year in combination with other leaves."
- 14.7.A. – Educational Leave - Change "two (2)" in second line to "one (1)."
- 14.7.B, 14.7.D. and throughout – Change "Cabinet" to "SELT."
- 14.7.F. - Change "two (2) individuals" to "one (1) individual," consistent with 14.7.A.
- 14.7.H. - Revise to read: Educational leave shall be granted for one (1) full academic year at one-half ($1/2$) salary or **one 15-week semester** at full salary.
- 14.7.L. – Add a sentence: "The official transcript will be forwarded to the Human Resources Office for inclusion in the employee's personnel file."
- 15.2 revise to read: Accrual of vacation leave starts upon employment; however, no vacation leave shall be taken during any **performance** probation. **Vacation leave may be taken by a new probationary employee, with approval, after 90 days.**
- 17.4. and 17.5 – omit (agency shop)
- 19.2 – Revise Min/Max/Rate per Hour chart in accordance with 20.1 below
- 19.3. – Omit and renumber remaining provisions.

19.4 – (will be 19.3) - add at the end of the sentence: “to one band lower.”

20.1 Economics:

- FY23 \$2,100
- FY24 \$2,100
- FY25 \$2,100
- FY26 \$2,100
- FY27 \$2,100

Prorated for part-time or 10-month employees.

Minimums and maximums increase by 80% of the general wage increase.

Retroactivity to July 1, 2022 will be provided for those who are employed at the time this MOA is fully ratified.

20.2 Add: \$500 added to base after 25 years of service and add: Longevity payments shall not be prorated for FT 10-month employees, effective upon ratification of this Agreement.

20.3 Omit

21.1 – 21.5 Performance Recognition: make the following revisions:

- Unless applications exceed 20 in any fiscal year, only a College Wide Committee will be appointed.
- Nominations will be solicited from support staff constituency. SELT will approve and may supplement nominations if minimal nominations are not received from support staff.
- The College Wide Committee shall consist of up to nine members, ideally 3 from each of the three constituent groups (N5, N4, and N3-N1). Membership may vary depending on nominations/approvals. If not evenly represented, strive for at least one from N1-N3 group, up to four from N4 group, and at least two from N5 group.

MOA only: not to be included in contract language – Confidential support staff are also eligible to apply.

23.1 Revise duration of agreement to be: July 1, 2022 to June 30, 2027

Before the Appendices, add a statement: “Appendices are provided for information purposes only and are subject to revision as determined by the College or by specific language in the negotiated Agreement.”

For the Association

For the College

Date: