

**MEMORANDUM OF AGREEMENT
BETWEEN BERGEN COMMUNITY COLLEGE AND BERGEN COMMUNITY
COLLEGE PROFESSIONAL STAFF ASSOCIATION**

THIS MEMORANDUM OF AGREEMENT, by and between BERGEN COMMUNITY COLLEGE (hereinafter referred to as the "College" or "Employer") and the BERGEN COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION (hereinafter referred to as BCCPSA (and mutually referred to as the "Parties")), made and entered into on this 4th day of February, 2019.

WHEREAS, the Parties above have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on June 30, 2018; and,

WHEREAS, the Parties have arrived at an agreement on terms and conditions of employment, which are subject to ratification by both Parties.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the Parties hereinabove referred hereby agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to this collective negotiations agreement.
2. The signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.
3. All provisions of the Agreement which expired on June 30, 2018 shall remain in full force and effect unless otherwise modified herein.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. Unless otherwise stated herein, all modifications shall be retroactive to July 1, 2018.
6. Duration: July 1, 2018 through June 30, 2019.
7. Article XII (Placement on Salary Schedule)

The Parties agree that the following shall replace Article XII – Placement on Salary Schedule, §1c:

Retroactive to July 1, 2018, as modified below, each member of the bargaining unit, as of July 1, 2018, shall receive a two (2%) percent increase to his/her base salary, provided that the bargaining unit member was actually employed by the College as of the final date of execution of this MOA. The only exception to same is any employee, who retired between July 1, 2018 and the final date of execution of this MOA, shall be entitled to a pro-rata share of the base salary increase covering the period that he/she were on the active payroll of the College.

8. Article XXIV (Vacations).

The Parties agree that the following shall be amended to Article XXIV – Vacations as a new Section 10 and shall be deleted from the Agreement as of July 1, 2023 unless otherwise agreed to by the Parties in writing.

- A. By this Agreement, the BCCPA agrees to dispose of the accumulated vacation leave that bargaining unit members have separate and apart from annual vacation carryover as defined below. Commencing the 2018-2019 contract year, all bargaining unit members who have such accumulated vacation leave between the period of January 1, 1998 and June 30, 2016 and shall reduce said accumulated vacation leave by twenty (20%) percent per year until such is exhausted on or before September 30, 2023. If a bargaining unit member fails to use any and/or all of his/her twenty (20%) percent per year accumulated vacation leave within fifteen (15) months of the July 1st of the year where the leave is to be used (i.e. the 20% leave for July 1, 2018 through June 30, 2019 must be used by September 30, 2019 and so on), they will forfeit said unused accumulated vacation leave. The College, except as noted below, will notify eligible employees, in writing, on a quarterly basis of the amount of their upcoming/remaining accumulated vacation leave for the following year (i.e. March 31, 2019, June 30, 2019 etc. notification for 2019-2020 contract year). If the bargaining unit member(s) does not receive such written notification from the College by March 31st or June 30th or September 30th or December 31st, it is incumbent upon the bargaining unit member(s) to obtain such written notice from the College. Failure to receive such notice and/or obtain such notice shall not be a rationale/reason for failure to schedule such accumulated vacation leave and then have it lost for whatever reason it was not taken. For the 2018-2019 contract year, the written notice will be sent by the College to eligible bargaining unit members no later than thirty (30) calendar days from the final ratification date of this MOA. The same requirements as to notice/use of accumulated vacation leave and a lack of a defense of same applies to the 2018-2019 contract year as well as to the other subsequent contract years. When an employee designates the use of vacation leave, it will be at his/her discretion whether said leave is using current vacation leave, carryover leave from the previous contract year or the use of accumulated vacation leave from the period of January 1, 1998 through June 30, 2016. In the absence of such designation, the College will take the vacation leave time first (1st) from the accumulated vacation leave bank (if such leave exists), then from the previous carryover leave and then from the current leave, if applicable. The same requirements as to notice/use of

leave and a lack of a defense of same applies to the 2018-2019 contract year as well as to the other subsequent contract years.

- B. For the 2018-2019 contract year only, members of the bargaining unit will be allocated their annual allotment for this year only as follows:

Fifty (50%) percent of their twenty (20%) percent annual allotment will be designated as usable vacation leave and the other fifty (50%) percent of their twenty (20%) percent annual allotment will be designated as time to be paid, which shall be paid in the last payroll in October 2019, less all applicable deductions, except as noted below. If the bargaining unit member wishes to use more than their fifty (50%) percent time off designation as additional vacation leave, they may do so, but that will reduce any payment at the last payroll in October 2019. Any unused vacation leave time as time off, as of September 30, 2019, will be forfeited and forever lost. These provisions shall only apply for the 2018-2019 contract year.

Examples for 2018-2019 contract year only:

- (1) Employee A has a total of 50 accumulated vacation leave days as of June 30, 2018. Employee A has 10 accumulated vacation leave days to use for contract year July 1, 2018 through June 30, 2019. Employee A has 5 accumulated vacation leave days for this contract year only designated as usable time and 5 accumulated vacation leave days will be paid to Employee A, less all applicable deductions, in the last payroll in October 2019. If there are any accumulated vacation leave days left in the designated category of usable time as of September 30, 2019, the time shall be forfeited.
 - (2) Employee A has a total of 50 accumulated vacation leave days as of June 30, 2018. Employee A has 10 accumulated vacations days to use for contract year July 1, 2018 through June 30, 2019. Employee A decides to use more than 5 accumulated vacation leave days as time off (such as 7.5 accumulated vacation leave days); Employee A would only be entitled to be paid for the 2.5 days of accumulated vacation leave less all applicable deductions in the last payroll in October 2019.
- C. If a bargaining unit member leaves the College in good standing with any unused accumulated vacation time still on the books, he/she shall be entitled to be compensated for such time remaining based on the rate of pay the bargaining unit member was earning as of the date of their departure, less all applicable deductions. For example, if a bargaining unit member retires on July 1, 2019 and has sixty (60) days left, the retiring bargaining unit member would be entitled to payment of the sixty (60) days, based on the bargaining unit member's rate of pay on July 1, 2019, less all applicable deductions.

D. The provisions of this Section shall not apply to any accumulated unused vacation time accumulated on or before December 31, 1997. This time is also known as VA Banked (35) and VA Banked (40). The time that is subject to the provisions above is also known as VA Prior 2016 (35) and VA Prior 2016 (40).

9. The provisions of the MOA shall become effective upon full execution by all parties and approval of the MOA by all parties and the execution of a new collective negotiations agreement by all parties, except regarding Article XXIV, which shall become effective upon the final execution date of this MOA.

ATTEST:

BERGEN COMMUNITY COLLEGE

By: _____

By: Michael D. Pedraza

Dated: _____

Dated: 2/6/2019

By: _____

By: _____

Dated: _____

Dated: _____

ATTEST:

BERGEN COMMUNITY COLLEGE
PROFESSIONAL STAFF ASSOCIATION

By: Kimbely J. Maher, Sec

By: F. Rodriguez, President

Dated: 2/4/19

Dated: 2/4/2019

By: _____

By: _____

Dated: _____

Dated: _____

By: _____

By: _____

Dated: _____

Dated: _____