



400 Paramus Road, Paramus, New Jersey 07652
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BOARD OF TRUSTEES
PUBLIC MEETING

January 7, 2016 – 4:00 p.m.

Paramus Campus – Board Room – A-318

- I. Call to Order
- II. Open Public Meetings Act Statement
- III. Roll Call
- IV. Pledge of Allegiance
- V. New Business/Open to the Public
- VI. Action – Approval of Resolution P1 – January 7, 2016.
- VII. Adjournment



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CONSENT AGENDA

Thursday, January 7, 2016

Actions to be considered by the Board of Trustees. Additional actions may be added to this list and may be considered by the Board. Any actions herein listed may be removed from the Agenda by the Board prior to passage.

PERSONNEL (P)

1. WHEREAS the Bergen Community College ("College") and the Bergen Community College Support Staff Association ("BCCSS") agree to recommend the following terms for a successor collective bargaining agreement subject to Board approval.



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BOARD OF TRUSTEES ACTION P1
Approval Date: January 7, 2016

Resolution

WHEREAS the Bergen Community College ("College") and the Bergen Community College Support Staff Association ("BCCSS") agree to recommend the following terms for a successor collective bargaining agreement subject to Board approval.

Please see attached document.

MEMORANDUM OF AGREEMENT

BETWEEN

BERGEN COMMUNITY COLLEGE

AND

BERGEN COMMUNITY COLLEGE SUPPORT STAFF ASSOCIATION

The negotiations teams of Bergen Community College ("College") and Bergen Community College Support Staff Association ("Support Staff Association") agree to recommend the following terms for a successor collective bargaining agreement subject to ratification by a majority of their parties:

1. **Article III – Understandings Relative to this Document – Paragraph 2 –** Change dates to reflect July 1, 2015 until June 30, 2018. Add a new sentence that provides that on an annual basis, the College will provide a listing of the Support Staff Association's current members and will notify the Support Staff Association of the hiring of any new member on an on-going basis. The Support Staff Association and the College further agree cooperate in exchanging information on an ongoing basis.

2. **Article VIII – Summer Hours –** Delete Paragraph 1 and replace with provisions contained in the Summer Hours Memorandum of Agreement dated June, 2015.

3. **Article XII – Placement on the Salary Schedule –**

Paragraph 1 – revise to reflect:

July 1, 2015 – June 30, 2016 - \$100 added to each employee's base salary + 2%¹

July 1, 2016 – June 30, 2017 - 2.5%

July 1, 2017 – June 30, 2018 - 2.5%

Eliminate Paragraph 6 (longevity) for all employees (current and future) effective December 31, 2015. No employee shall be entitled to any longevity payment thereafter.

4. **Article XVI – Promotional Increase –** Change Article Title to "Annual Merit Award/Promotional Program" and change phrase "Annual Promotion Award Program" to "Annual Merit Award/Promotional Program" throughout Article. The parties agree to meet and discuss implementation of the "Annual Merit Award/Promotional Program" with an effective date of July 1, 2015 and annually thereafter, which shall be based on employee evaluations. This shall be implemented within sixty (60) days following the ratification of this Memorandum

Retroactive to July 1, 2015

of Agreement. The first Promotional Group identified in 2012 shall be included in the July 1, 2015 "Annual Merit Award/Promotional Program."

5. **Article XIX – Benefits** – Paragraph 1 – revise to reflect that employees shall contribute to his/her health care in accordance with New Jersey law (Ch. 78, P.L. 2011). The College further agrees that during the term of this agreement if it negotiations a reduction in the health care contribution level for another bargaining unit at the College, it will agree to re-open negotiations with the Support Staff Association.

Paragraph 4 – Change two (2) years to six (6) months in this Paragraph. Revise to reflect that qualifying employees shall be permitted to take two (2) non-credit continuing education courses per year on a space available basis. Revise to reflect that the College will agree to pay up to the rate charged per undergraduate credit at Rutgers University as determined annually by Human Resources (for a maximum of twelve (12) credits per year) for undergraduate or self-improvement studies related to and within the scope of the employee's classification at the College, provided his/her course of study has been submitted to the President of the College or his/her designee for review and approval. In special circumstances, an employee may request approval for graduate credits. An employee making such a request must have completed his or her Bachelor's Degree or equivalent, must be enrolled in an accredited college, and must be pursuing a degree related to the employee's classification at the College. Approval for reimbursement will be limited to 12 credits per year (no more than 6 credits per semester/session) to a maximum of 30 undergraduate credits and will be at the prevailing Rutgers University undergraduate per credit rate. If said employee later wishes to enroll in graduate studies, reimbursement will be limited to a maximum of 30 graduate credits. All requests for approval for undergraduate or graduate credit enrollment and subsequent requests for reimbursement after successful course completion must be submitted to the President or his/her designee.

6. **Article XXI – Holidays** – Revise to reflect that Floating Holiday pay for staff scheduled to work will include the appropriate rate for the designated holiday actually worked and the employee who worked the designated holiday will retain the "Floating Holiday" for future use.

7. **Article XXII – Vacations** – Eliminate Paragraph 2 and revise Paragraph 3 to reflect that employees shall receive his/her annual vacation allotment (pro-rated based on date of hire) at the commencement of his/her employment and at the commencement of each academic year thereafter. Should an employee separate from service for any reason and have used more than his/her annual vacation allotment by the time of separation, his/her final paycheck will be reduced accordingly to reflect the over utilization of annual vacation leave.

8. **Article XXVI – Leaves of Absence/Compensatory Time – Paragraph 1** – revise to reflect that employees can utilize up to two (2) sick days or vacation days annually in one (1) hour increments.

Revise to increase personal leave to a total of four (4) days per year. Personal days are for use by staff for emergencies. Whenever possible advanced notice for use of a personal day should be given to the respective supervisor, however, in an emergency situation, a personal day can be used without advanced notice. In all cases there is no need for any employee to disclose the nature of his/her request to utilize a personal day.

Revise to reflect that sick leave payouts at the time of retirement/death shall in accordance with applicable New Jersey law (N.J.S.A. 18A:30-3.6., which became effective on May 21, 2010).

9. **Article X – Compensatory Time** – Change compensatory time limit to forty (40) hours, which can be replenished up to the forty (40) hour cap.

BERGEN COMMUNITY COLLEGE

Blayne Ueltes

**BERGEN COMMUNITY COLLEGE
SUPPORT STAFF ASSOCIATION**

Theresa A. Smith V.P. 12-21-15

