

**MEMORANDUM OF AGREEMENT** dated the 10<sup>th</sup> day of **December 2021** between **LONG ISLAND UNIVERITY (BROOKLYN CAMPUS)** (hereinafter the "University") and **OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, (hereinafter the "Union")

**WHEREAS**, the University and the Union are parties to a collective bargaining agreement dated **March 1, 2007** (hereinafter the "Agreement");

**WHEREAS**, said Agreement, as extended by mutual consent, expired on **February 29, 2012**;

**NOW, THEREFORE**, be it mutually agreed as follows:

Except as expressly provided herein, the aforesaid Agreement, with all its terms and conditions, shall continue to **December 31, 2023**.

The following additional negotiated terms and conditions of employment, including wage increases, benefit and/or language changes are as follows:

**Management Rights (Post Article III, Brooklyn Article XXV)**

Add "The University maintains the right to conduct mandatory training and to take other actions as necessary to ensure compliance with University policies and procedures and government laws, rules, and regulations. This provision is not meant to diminish the right of the Union to bargain over mandatory subjects of bargaining in regard to University policies and procedures."

**Work Schedules (Post Article XI, Brooklyn Article V)**

**Section 1 (Brooklyn)**

Eliminate references to Summer session work schedule as Summer Fridays eliminated.

**Section 2 (Post) Section 3 (Brooklyn)**

Time and one-half to be paid only after employce has worked in excess of 40 hours for the week.

**Holidays (Post Article XIV, Brooklyn Article VI)**

Six fixed holidays and six floating holidays. Fixed holidays will be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. Floating holidays may be used on Veterans Day, Juneteenth, Christmas Eve, New Year's

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Eve, Presidents Day, Yom Kippur, Good Friday, Martin Luther King Day, other religious observance days not listed here, the employee's birthday, and the day after Thanksgiving. Except for Christmas Eve, use of a floating holiday is subject to the prior approval of the supervisor.

Section 4 (Post & Brooklyn)

Unit member required to work on a holiday when the University is officially closed shall receive straight time pay for all hours worked that day in addition to pay for the holiday.

Section 5 (Brooklyn)

Delete clause that if holiday is on employee's regularly scheduled day off and employee does not work, "such holiday shall be considered as a day worked for the purpose of computing overtime."

Section 5 (Post)

Eliminate pre-payment of vacation wages.

Personal Leave (Post Article XVI, Brooklyn Article VIII)

Change to eight days sick leave and two days emergency personal leave

Tuition Remission (Post Article XXI, Brooklyn Article XXIV)

Add language that courses taken during workday (with permission of supervisor) is unpaid time or time that has to be made up later.

Layoffs and Recall (Post Article XXII, Brooklyn Article XII)

Add provision that unit members waive severance if accept recall.

Add to severance /recall sections of both contracts: An employee recalled and reinstated shall not receive the severance payment set forth in section 1 (Brooklyn) and section 3 (Post). If the employee received such severance payment before being recalled and reinstated, the employee shall return the severance payment to the University, either by lump sum payment to the University or by authorizing payroll deductions over a period not longer than four months.

Glare Protection: Section 5 (Post), Section, 11 (Brooklyn)

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**Post MOA (No Article)**

Removal of MOA re Part-Time employees who perform technical support for conference services

**Pension and Retirement (Post Article XIX, Brooklyn Article XVI)**

For new hires, University will match employee 4% contribution, and 2 year waiting period.

**Miscellaneous (Post Article XXVII, Brooklyn Article, XXVI)**

Emergency Loans: Section 8 (Post), Section 16 (Brooklyn): Eliminate emergency loans at the conclusion of the on December 31, 2021.

**Vacations (Post Article XV, Brooklyn Article VII)**

Section 10 (Post) Section 3 (Brooklyn)

Eliminate vacation carryover effective December 31, 2022.

**Vacations (Post Article XV, Brooklyn Article VII)**

Spring recess period will remain in 2022 and be eliminated in 2023.

**Health and Welfare (Post Article XVIII, Brooklyn Article XV)**

Update as appropriate including revised co-pay rates & update cost-sharing. Employee contribution numbers increasing over period of contract.

January 1, 2019	No Increase
January 1, 2020	No Increase
January 1, 2021	18%
January 1, 2022	18%
January 1, 2023	19%

**Wages (Post Article XXVI, Brooklyn Article X)**

Base wage increases:

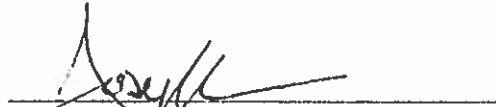
January 1, 2019	0%
January 1, 2020	0%
January 1, 2021	2% (Upon ratification)
January 1, 2022	2%

January 1, 2023     2%

The execution of this Memorandum of Agreement and the ratification of its terms by the members of the Union in the bargaining unit constitutes the entering into of a new Agreement between the University and the Union.

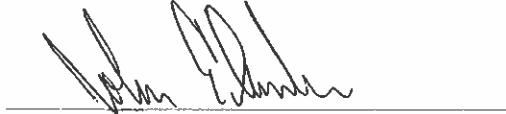
The University and the Union further agree that the new Agreement incorporating the terms of this Memorandum of Agreement with all the terms and conditions of prior agreements, will be prepared and executed by the appropriate representatives of the University and the Union within sixty (60) days following the date this Memorandum of Agreement is executed.

For the University:



Joseph Schaefer  
Chief Operating Officer

For the Union:



John Edmonds  
Assistant Business Manager