

Agreement Between
Bergen Community College
Board of Trustees
and the
BCC Support Staff/NJEA, Inc.

JULY 1, 2005 – JUNE 30, 2007

**AGREEMENT BETWEEN THE
BCC SUPPORT STAFF / NJEA, INC.
AND
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES**

July 1, 2005 – June 30, 2007

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THIS AGREEMENT is entered into this first day of July 1, 2005 by and between the **BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE**, hereinafter referred to as the "BOARD" or "COLLEGE" and the **BCC SUPPORT STAFF/ NJEA, INC.**, hereinafter referred to as the "ASSOCIATION".

WHEREAS, the ASSOCIATION and the BOARD have, in good faith, bargained collectively with respect to the terms and conditions of employment for all the employees within the BARGAINING UNIT and have reached an amicable settlement as is more particularly set forth hereinafter:

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

ARTICLE I - BARGAINING UNIT

1. The Board hereby recognizes the BCC SUPPORT STAFF / NJEA, Inc. as the exclusive negotiating, bargaining and contractual representative for all current and future regularly employed full-time (12 month) employees, child care assistant (10 and/or 12 month) employees, and regularly employed part-time (20 hours per week minimum) employees assigned to a salary range, employed on campus or on leave, all of which collectively are designated as the Bargaining Unit. The term, employee, when used hereafter in this Agreement, shall refer to those job titles listed in the salary guide (Appendix "A").
2. Any job classification established during this Agreement shall be either excluded or included within the bargaining unit, subject to mutual agreement of the parties. In the event the parties fail to agree, the dispute may be submitted to PERC for a unit clarification in accordance with its rules and regulations.

ARTICLE II - DUES DEDUCTION - REPRESENTATION FEE

1. Effective September 1, 2000 and upon completion of the probationary period, the Board will deduct from the monthly pay of each member covered by this Agreement, who authorizes Association dues in writing such deductions from their salary. Revocation of this authorization must likewise be in writing to the Association and the Payroll Office, at which point the individual would be subject to the representation fee as stated in Item 2 of this Article.
2. The College in compliance with State Law and this Agreement will deduct from non-Association members in this bargaining unit who have completed their probationary period a representation fee equal to eighty-five (85%) percent of the dues of Association members. If the Association affiliates with any other representative organization or implements any work disruption, this section shall become null and void and all representation fee deductions shall cease.
3. Remittance of such funds shall be made to the BCC SUPPORT STAFF / NJEA, INC. for any month together with a list of names of employees from whose salaries such

deductions have been made not later than the 15th of the month whenever possible.

4. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
5. The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any other provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

ARTICLE III – UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The Board agrees that it shall not, during the period of this Agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 123, P. L. of N.J. 1974, except those that are negotiated and included as part of this Agreement as amendments. The parties agree that during the term of this Agreement, they shall, upon mutual agreement, meet in a good faith effort to resolve issues which may arise that are not covered by this Agreement.
2. The dates of this contract are from July 1, 2005 until June 30, 2007.
3. During the term of this Agreement or extension thereof, the Association agrees that neither the Association, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action of any kind. In the event of a non-authorized strike, cessation of work, slow down or interference of any kind with normal College operations, the Association agrees to promptly cause a termination of those activities and/or any other job interference. The College shall not cause a lockout of the Association members from the required work assignments during the term of this Agreement.
4. This agreement represents and incorporates the complete and entire understanding of the parties on all matters which have or could have been the subject of negotiations pertaining to terms and conditions of employment.
5. Should a mutually accepted amendment be negotiated by the parties it shall be reduced to writing and submitted to appropriate ratification procedures of the parties and if ratified by both parties, shall become part of this Agreement.
6. Severability: If any portion of this agreement or the application of this agreement to any person or circumstance should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall remain valid.

7. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Association employees, current and future.
8. The term employee, as used herein, shall be defined to include the plural as well as the singular and the female as well as the male, where applicable.
9. The Association agrees that it shall actively work with the College to support all reasonable efforts to increase productivity and reduce costs through all appropriate measures and programs.
10. This agreement shall be binding upon the parties and their successors or legal representatives.
11. Waiver - the failure of either party to pursue any rights granted herein shall not deem to be a waiver of such party's exercise thereof in the future.

ARTICLE IV - NEGOTIATIONS

1. The Board agrees not to negotiate with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement. The parties shall enter into negotiations no later than April 1st of the date preceding the expiration of this contract unless otherwise agreed to by both parties.
2. The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an Agreement on salaries, wages, and other conditions of employment within the rules as set forth in Chapter 123, P. L. of N.J. 1974.
3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.
4. Upon request, the Board shall make available to the Association relevant non-confidential data pertaining to unit members which the Board has in its possession, and the Association may need to negotiate a successor agreement.
5. The parties agree to reopen negotiations if the College so requests to negotiate a change in health benefits to take effect not before July 1, 2006. In such case, the reopening of negotiations shall be limited to considering health benefits and any changes in health benefits shall apply prospectively to employees hired after July 1, 2006.

ARTICLE V - BOARD RIGHTS AND RESPONSIBILITIES

1. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public and itself, all the operations and activities of the College to the full extent authorized by law. It is understood and agreed that such managerial rights are limited only by the specific provisions of this Agreement and applicable law.

ARTICLE VI - ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.
2. The Board agrees that each eligible employee of the College may, on his volition, have the right to join and support the Association and its affiliates for the purpose of negotiating salary, wages, and other conditions of employment. Further, he may take part in any Association activity for his and/or the Association's mutual aid without fear of recrimination provided the activity does not adversely interfere with the operations of the College. It is further agreed that no employee will be discriminated against by reason of his membership in the Association, its affiliates and his activity there in or his institution of any grievance concerning terms and conditions of employment pertaining to this Agreement.
3. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.
4. Meeting Space: The Association and its duly authorized representatives will be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
5. The Association shall supply, at its own cost, all material, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association. College equipment, when not required for College purposes, shall be available for use on campus by the Association.
6. The Association shall be permitted reasonable use of the College internal mail and telephone system. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for Association purposes shall be paid for by the Association.
7. Bulletin Board: The Board will provide a covered bulletin board for exclusive use by the Association. Such bulletin board shall be used by the Association for the posting of notices and bulletins pertaining to Association business and social activities.

8. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College. The Association will cooperate with the Administration on this matter for their mutual best interest.
9. Inspection Privileges: The authorized representative of the Association, or his designee, upon arrival at the College, shall notify the President, or his designee. The representative, or his designee, shall have access to the College's premises during working hours to assist the employees that he represents. Such visits shall not interfere with or interrupt the normal and efficient operation of the College nor shall the visitation privilege be arbitrarily withheld.
10. Inspection of Records: Association officers or Representatives shall, upon reasonable notice, be permitted to examine during normal working hours, time records, logs, and payroll records which may be applicable to any grievance arising under this Agreement.
11. A committee of two (2) delegated employees chosen by the representative of the Association shall represent the Association at the President's Advisory Council.

ARTICLE VII- HOURS OF WORK

1. Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. The normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day, over a period of five (5) days in a given week, exclusive of lunch periods, except for those employees assigned to jobs which by their nature require continuous operation; normal hours for such employees (HVAC mechanics, public safety officers, electricians and computer operators) shall be eight (8) hours per day over a period of five (5) days in a given week inclusive of lunch periods. It is understood and mutually agreed that if any employee's starting time on a shift is changed, the employee will be given seventy-two (72) hours notice prior to the change, except that if unusual circumstances could jeopardize the Physical Plant a change could be made without the seventy-two (72) hours notice.
2. An employee will be told, when hired, that Saturday or Sunday may be part of said employee's regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday or both, his schedule will be arranged to afford him two (2) consecutive days off during the week, whenever possible. In a multi-employee situation, the employees shall be given the opportunity to work out work schedules, subject to the approval of the Division/Department Head, sharing work on weekends or whatever other hours are required for the welfare of the College. In the absence of an agreement on the part of the employees, assignments to such hours shall be made by the Division/Department Head. He shall give primary consideration to employees with seniority.

3. Employees are required to work the full hours scheduled. Failure to do so will be penalized by pro-rata docking of salary. If an employee is to be late he will notify his supervisor no later than the first one-half (1/2) hour prior to the start of his shift. If an employee is to be absent he will notify his supervisor no later than one (1) hour prior to the start of his shift.
4. Employees will be allowed one (1) ten (10) minute break in the first half of his/her shift and one (1) ten (10) minute break in the second half of his / her shift giving full consideration to the operating needs of the Division/Department. Break time may not be used at the beginning of any work shift nor at the end of a workshift nor may breaks be combined together or with any other break. It is recognized that break time is a privilege and will not be abused.

ARTICLE VIII - SUMMER HOURS

1. Summer hours shall mean that:
 - a. Thirty-five (35) hour employees work a thirty (30) hour week (i.e. five (5) six (6) hour days). The reduced hour shall occur at the end of the work day.
 - b. Forty (40) hour employees work a thirty-five (35) hour week (i.e. five (5) seven (7) hour days). The reduced hour may occur at the beginning or end of the work day.
 - c. The intent of the above is to reduce the "normal" work day by one hour. Should an employee be required to work that hour he will be compensated at his regular straight time hourly rate. Any overtime worked beyond the seventh hour (35 hour employees) and beyond the eighth hour (40 hour employees) shall be paid at one and one-half (1¹/₂) times the regular hourly rate of the employee.
2. Notification of summer hours will take place on or about June 1. Normal hours of work (35 or 40 hours) will resume on the Monday, prior to Labor Day.
3. The operational needs of the College shall govern in the application of the above hours to the working schedules of individual forty (40) hour employees; this will require some staggering of starting times and/or work weeks. Preferences of individual employees will be considered to the extent practical.

ARTICLE IX - OVERTIME

1. Work in excess of seven (7) hours a day (35 hour employees) and eight (8) hours a day (40 hour employees) shall be paid at one and one-half (1¹/₂) times the regular hourly rate of the employee. Employees will be assigned no less than one-half (1/2) hour of overtime work. All overtime shall be paid to the nearest quarter (1/4) hour. Overtime shall be scheduled and worked as required by the Division/Department's needs and authorized in advance by the Division/Department Head.

2. An employee shall be compensated at double time for working the seventh (7th) day of his normal work week, (regardless of whether or not he worked on the sixth (6th) day). An employee shall be compensated at double time his pay (plus his normal days pay) for working on: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. An employee shall be compensated at time and one half (1 1/2) for working on the sixth (6th) day of his normal work week.
3. Opportunities for overtime will be offered as equally as practical by shift and by classification of employees. To the extent practical, regular full-time employees will be given preference over On-Call employees in the scheduling of occasional extra hours.
4. In the Public Safety and Building and Grounds Departments and in the Sidney Silverman Library and Learning Resource Center lists of employees by classification will be posted to record overtime worked and/or declined. Employees will be asked to work in rotational order providing that they are qualified to do the work scheduled; those declining shall so indicate by initialing the list.

ARTICLE X - COMPENSATORY TIME

Extra work authorized for, and performed by regular full-time employees may be compensated by allowing equivalent compensatory time at the proper overtime rate. The earning of compensatory time is granted at the discretion of the Division/Department Head in consultation with the Executive Vice President or his/her designee at the time extra work is authorized. The maximum amount of compensatory time permitted in any one (1) contract year, is limited to forty-nine (49) hours for thirty-five (35) hour week employees and fifty-six (56) hours for forty (40) hour week employees. Requests for the use of compensatory time that has accrued must be in writing and approved by the Division/Department Head and the Executive Vice President or his/her designee. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time.

ARTICLE XI - CALL IN TIME

Should any employee who has left the premises at the end of his shift be called-in, to return to work, he shall be guaranteed:

- a. Thirty-five (35) hour employees, a minimum of two (2) hours of work.
- b. Forty (40) hour employees, a minimum of two and one-half (2 1/2) hours of work.

The hours of call in time shall be calculated at time and one-half. Individuals called in prior to the start of their shift who work into their regular shift shall be compensated at one and one-half (1 1/2) times their hourly rate for time actually worked prior to the start of their shift.

ARTICLE XII - PLACEMENT ON SALARY SCHEDULE

1. Effective and retroactive to July 1, 2005, the salary of each employee currently on the payroll who was on the payroll from the prior July 1, 2004 or who had retired from a state pension plan or who has died shall receive an increase of four and one half (4.5%) to the employee's June 30, 2005 base salary.
2. Effective July 1, 2006, the salary of each employee currently on the payroll who was on the payroll from the prior July 1, 2005 or who had retired from a state pension plan or who has died shall receive an increase of four and a half (4.5%) percent to the employee's June 30, 2006 base salary.
3. Wage ranges shall not be adjusted.
4. Adjustments for those employees with less than a full year of active employment will be partial as follows:

8 months or more	100%
6 months, but less than 8 months	75%
4 months, but less than 6 months	50%
2 months, but less than 4 months	25%
Less than 2 months	-0-

Additional adjustments, not to exceed the maximum for the particular job classification, may be made at the discretion of the Administration with the mutual agreement of the Association.

5. In the event that an employee is required to work at a higher level position than the one for which said employee was engaged, the employee shall, after three (3) consecutive weeks in the higher level position, be compensated at the higher rate until the position is permanently filled.
6. Employees in the bargaining unit whose salaries exceed the foregoing ranges, as adjusted, and, as a consequence of the wage increases contained herein, shall be "red circled" and shall receive the foregoing wage increases, if otherwise eligible, even if their salary exceeds the maximum for the range.
7. Employees who have completed ten (10) years of continuous service shall receive a \$200.00 longevity increase effective the July 1st, October 1st, January 1st or April 1st following the calendar quarter in which they complete the ten (10) years. Employees with continuous service dating from June 30, 1970 or earlier shall continue to have the \$100.00 increment added to their annual base salary.

ARTICLE XIII - SHIFT DIFFERENTIAL

1. Full-time employees shall be compensated with a differential payment working outside of the regular day schedule as follows:

1st Shift	No differential
2nd Shift	\$650.00 per year
3rd Shift	\$1,000.00 per year
Rotating 1st and 2nd Shift	\$325.00 per year
Rotating 1st, 2nd and 3rd Shift	\$600.00 per year
Rotating 2nd and 3rd Shift	\$775.00 per year

The leadpersons hourly rate shall be \$1.00 per hour.

2. Shift differentials shall be paid to employees who are asked to change their shifts for a period in excess of one (1) week. If an employee is asked to change his shift for the convenience of the College on a day to day basis, and said day to day continuous basis exceeds one (1) week, he shall be paid shift differential on a retroactive basis to the first day.

ARTICLE XIV - VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS

1. Notice of all vacancies in association positions shall be posted by the Executive Vice President or her designee on the Department of Human Resources Bulletin Board. Promotional vacancies will be filled from within to the extent practical.
2. The notice shall be posted for five (5) work days and employees interested therein must submit a written application stating their qualifications to the Executive Vice President or his/her designee within the aforementioned five (5) work days. The notice shall state salary range, title, Division/Department, summary of job description, hours and shall be posted on designated Bulletin boards.
3. The selection process for internal applicants will be completed within twenty (20) working days of the expiration date of the posting; this time limit may be extended by mutual agreement. If the Employer breaches this provision, any grievance shall commence at Step 2 of the Grievance Process.
4. The Executive Vice President or his/her designee and the Head of the Division/Department having the open position shall rate the qualifications and abilities of employees who apply and, in the event two (2) applicants are of equal experience and ability, as determined by the Executive Vice President or his/her designee the applicant with the greater seniority shall be awarded the job.
5. If Divisional/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration for the promotion.

ARTICLE XV - PROBATIONARY PERIODS

The first ninety (90) days of initial employment shall be a period of probation of the employee by the supervisor. During this period, the employee may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An employee who successfully completes the initial employment probationary period shall be known as a regular employee in the job classification.

If a regular employee is transferred, assigned or promoted to a different position through his/her request or at the direction of the College, there will be a thirty (30) day probationary period. If an employee does not successfully complete this probationary period, he/she will be reassigned to the original position, if available, or the College may place the employee in a position it deems comparable.

It is the College's sole discretion whether an employee has successfully completed the probationary period.

ARTICLE XVI - PROMOTIONAL INCREASE

Upon promotion an employee shall receive a minimal promotional increase of five and one half percent (5 1/2%), but in no case less than \$450.00. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of his former position, it will be considered a promotion.

If the new salary based upon the five and one-half (5 1/2%) percent falls within the first quartile of the range, the employee may receive up to an additional one and one-half percent (1 1/2%) increase to bring the employee's salary further into but not beyond the top of the first quartile of the new salary range.

If the combined increase as set forth above (i.e. 5 1/2% + up to 1 1/2%) does not bring the employee to the new salary range minimum, the promoted employee shall receive the new salary range minimum, but nothing beyond that amount. In no event shall the promotional increase exceed the maximum salary of the new position. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of his former position, it will be considered a promotion.

In the event a staff member applies for a position which has a salary range maximum Five Hundred (\$500.00) Dollars lower than the position he or she holds and is chosen to fill the lower position, the individual's salary shall be reduced by the Dollar increase he or she received when promoted to their existing job classification. If the individual was hired at their existing position he or she will have their salary reduced by five and one-half (5 1/2%) percent. In no event will their new salary exceed the maximum of the salary range of the lower position.

ARTICLE XVII - TERMINATION OF EMPLOYMENT.

1. An employee who is resigning from his position shall give a ten (10) business day written notice to his immediate Division/Department Head and the Executive Vice President or his/her designee. Failure to give the required notice in writing shall cause the employee to have deducted from his accrued vacation time one (1) day of earned pay for each day the notice of resignation is late.

Generally, once notice is given, leave time may not be utilized during the ten day period. At any time after receiving notice of resignation, the College may separate an employee. The separated employee will receive all wages due and any other benefits to which he may be entitled under the contract, for the period between separation by the College and his date of resignation, provided the employee has given notice as required herein.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year upon proper notification of resignation: an employee who resigns with less than one (1) year of service must have worked a minimum of six (6) months to receive his vacation benefit.
3. The College shall not discipline or discharge an employee without just cause. Except in extreme cases (i.e., dishonesty, drunkenness, drug abuse, physical violence), disciplinary measures will be progressive in order to convince the employee of the seriousness of the situation and the importance of correcting his behavior. The normal progression of actions, depending on the seriousness of the offense and the prior record of the employee, will be as follows:

1st step – verbal warning may be given by department supervisor/manager. Notes shall be kept in manager’s file, and are admissible/useable if discipline progresses to 2nd step, provided employee is entitled to the same representational rights as presently provided for under Article XVII.

2nd step – written warning is done by Human Resources Director or Executive V.P.

3rd step – suspension without pay or the alternative of final written warning.

4th step – discharge.

Docking of pay:

1st dock per year – no action taken

2nd dock – begins oral (1st step) discipline process

3rd dock – proceeds to written (2nd step) discipline process

4th dock – proceeds to suspension or final written warning (3rd step)

5th dock – termination

Exceptions to the above docking schedule will only be considered if the employee provides acceptable medical documentation in a timely manner.

When an employee is disciplined, he will be given a reasonable period in which to correct his behavior or face further disciplinary action.

4. If an employee is being called to the Department of Human Resources for the purpose of disciplinary action, as stated above, the Executive Vice President or his/her designee, will notify the employee, prior to coming to the Department of Human Resources, of the reason for the call and of his right to have a Representative present. The Executive Vice President or his/her designee will also notify a Representative prior to the meeting.

An employee being suspended or dismissed may appeal this action through the regular grievance procedure. The Administration and the Association mutually agree to expedite such a grievance in order to process it to its final conclusion within two (2) weeks of its initiation. Notwithstanding the above, the dismissal of a probationary employee for cause is not grievable.

ARTICLE XVIII - SNOW/EMERGENCY CLOSINGS

1. When it is necessary to close the College because of heavy snow and emergency this decision will be announced on the appropriate designated radio stations. To the extent practical, employees at home will also be notified by a phone "snow/emergency chain".
2. In order to maintain essential services, any employee may be required to work his/her normal schedule during the period of the closing. Employees in the classifications of Custodians, Groundskeepers, HVAC Mechanics or Public Safety Officers who do not work their normal schedule during the period of closing will be charged vacation days for the time involved. An employee in any other classification who is called in shall receive two (2) times his/her regular hourly rate.
3. The President, or her designee, will establish the start time and end time of the snow/emergency closing. Employees required to work during the period of a snow/emergency closing will be paid two (2) times their regular hourly rate; (i.e. an employee working his regular schedule will be paid an extra hour for each hour worked during the period of the snow/emergency closing).

ARTICLE XIX - BENEFITS

1. The Board agrees to provide each member at the Board's own cost and expense up to full family health benefits coverage. The Board will continue to provide for employees a dental plan with its present coverage. Premium costs for the Board shall not exceed for employee only coverage the following dollar amount: \$282.00 per annum. For employee and single dependent coverage the premium cost to the Board shall not exceed \$586.00 per annum. A dependent is an employee's spouse if married

or oldest eligible dependent if a single parent. The Board agrees to provide up to family coverage an optical program which provides eye examinations, lenses and frames once each 24 months provided services are performed by the current plan provider. Otherwise the plan will provide partial reimbursement. The parties agree that the College shall have the right to change from its present medical, dental, prescription and vision insurance carriers providing the resulting coverage is equal or better to the current coverage provided to the bargaining unit. The right to change from the present insurance provider shall be exclusive to the College provided the change results in equal or better coverage. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such medical coverages as are presently provided in the future.

2. The College agrees to provide dependent health coverage and pension benefits to the domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the New Jersey Domestic Partnership Act (the "Act"), N.J.S.A. 26:8A-1, et seq.

In order to form a domestic partnership under the Act, both persons must share a joint residence and be otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property. Both persons must agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of 18, and not have been a partner in a prior domestic partnership in the past 180 days. Both persons must be of the same sex. Lastly, to effectuate the partnership, both persons must jointly file an Affidavit of Domestic Partnership with the local register.

The College reserves the right to request verification from an employee and domestic partner to determine whether they have met the requirements set forth above.

3. Work incurred injury shall be understood to mean that subject to the provisions of N.J.S.A. 34:15-1 et seq. an employee shall not forfeit any sick leave for absence due to a job connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue his salary and benefits subject to the limitations contained in N.J.S.A. 18A:64A13, and further subject to reimbursement by the employee following the Worker's Compensation Award(s) to the amount of such College compensation. This continuation shall cease when the employee returns to work or reaches the maximum allowable number of weeks of benefit under the Worker's Compensation Law, whichever comes first.

Employees shall report all injuries immediately, no matter how slight, suffered by them in connection with their work, to the Medical Office and/or the Public Safety Department.

4. Educational Opportunity
Full-time employees who have a minimum of two (2) years of active full-time employment with the College, as of the first class day of the course being attended,

shall be accorded the privilege of having their dependent children who are residing in their home, attend Bergen Community College. Such dependent children of eligible full time employees may attend Bergen Community College courses for credit without payment of tuition fee or excess contact hour fee, provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. Tuition reimbursement ceases at the end of the calendar year in which the dependent child reaches twenty-four (24) years of age, or becomes independent, whichever occurs earlier. Full-time employees and their spouses will be permitted to take up to six (6) credits per semester, without payment of tuition fee or excess contact hour fee, at Bergen Community College with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.

Full time employees who have completed two (2) years of service shall be permitted to take one (1) non-credit Continuing Education course tuition free per year on a space available basis.

Effective July 1, 2000 full time employees may seek tuition reimbursement for credits toward a bachelor's degree subject to the following:

- a) The employee must have a minimum of three (3) years of active full-time employment with the college prior to the first class for which tuition reimbursement is requested.
- b) The employee must have matriculated and graduated with an associate's degree from Bergen Community College unless the associate's degree was previously earned elsewhere.
- c) Enrollment must be in an accredited college for a bachelor's degree.
- d) Courses have to be required for the bachelor's degree and must be pre-approved by Bergen Community College.
- e) Reimbursement occurs after successful completion of the course(s) and upon submission and review of proof of same by the employee.

Reimbursement is for no more than \$70.00 per credit (lesser of actual cost and \$70.00) and is for tuition only. The maximum number of credits to be taken is thirty-six (36) with no more than twelve (12) credits per contract year.

5. Those employees who take special job-related courses authorized in writing by their Division/Department Head will be reimbursed for the following expenses upon presentation of proof of successful completion of all courses and submission of appropriate receipts:
 - a. Tuition
 - b. Fees (including licenses if required by the College)

- c. Books
- d. Mileage and tolls

Successful completion of the course shall be noted in the employee's personnel file.

6. Uniforms

The College shall continue its existing policy of providing uniforms to employees working in the Public Safety and Building and Grounds Departments. Employees so provided shall wear the uniforms while on duty. The College shall continue to pay for dry cleaning and maintenance of Public Safety uniforms as per past practice.

7. Effective June 1, 2000, the Board will deduct from the pay of each Association member covered by this Agreement who authorizes in writing such deduction from their salary, the cost of the monthly premium to participate in an Association sponsored temporary disability insurance plan. Revocation of this authorization must likewise be in writing to the approved carrier and to the Payroll Office.

ARTICLE XX - MEAL ALLOWANCE

Non-registration

1. Any employee who works more than three (3) continuous hours prior to or following his regularly assigned shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance must "clock out" for his meal break which will be limited to one-half (1/2) hour.
2. An employee who works in excess of eleven (11) hours on a sixth (6th) day of his normal work week shall receive a four dollar (\$4.00) meal allowance if he is required to "clock out" for the meal break.
3. An employee who works in excess of eleven (11) hours on the seventh (7th) day of his normal work week shall receive a four dollar (\$4.00) meal allowance if he is required to "clock out" for the meal break.

Registration

1. An employee who is required to work registration for more than one (1) hour beyond their regular shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance during registration overtime will not be required to "clock out" for a meal break.

ARTICLE XXI - HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.
2. Eight (8) of these shall be taken as follows:

- | | |
|---------------------------|-------------------|
| 1. Independence Day | 5. Christmas Day |
| 2. Labor Day | 6. New Year's Day |
| 3. Thanksgiving Day | 7. Good Friday |
| 4. Day after Thanksgiving | 8. Memorial Day |

3. The remaining six (6) holidays will be incorporated into the academic calendar established by the President, as follows:

- a. In a contract year in which the College is to be closed during the Christmas break, the four (4) working days between Christmas and New Year's will be designated as holidays.
- b. In a contract year in which the College is not to be closed during the Christmas break, the four (4) working days between Christmas and New Years and four (4) days during the Easter break will be designated as "Split Holidays" with approximately half of the employees taking each period. In determining which employees will take the Christmas period and which will take the Easter period, the operating needs of the College will govern; however, every effort will be made to honor the individual employee's choice.
- c. The remaining two (2) holidays will be scheduled in accordance with the operating needs of the College and the academic calendar. The President, or his/her designee, will review with the Association, or its Representative designee, the recommended calendar submitted by the Faculty Senate prior to its adoption.

4. Additional holidays may be had in accordance with the academic calendar on the days that the academic calendar indicates (the College is closed) additional holidays. An Act of God or an emergency closing of the College does not constitute a holiday. Scheduling of holidays must be with due consideration for the operating needs of the various Divisions/Departments of the College.

5. An employee may set aside a maximum of four (4) floating holidays as alternate days off on a day to day basis. The parties agree that floating holidays cannot be carried from year to year. The parties further agree that if the four (4) floating holidays cannot be scheduled within the calendar year, through no fault of the employee, then the College shall pay to the employee the value of the holiday (i.e., one days pay) in lieu of time off for the floating holiday provided the employee's request that the floating holiday be scheduled is documented. The other two (2) holidays, if worked, will be paid at two (2) times the employee's regular hourly rate. (i.e., an employee working his regular schedule will be paid an extra hour for each hour worked.)

6. One paid personal day shall be allowed annually. The College, on its own reasonable discretion, shall establish conditions for its use that include prior

written notice by the employee and prior written approval by the College.

ARTICLE XXII – VACATIONS

1. Vacation entitlement for a contract year shall be determined by the length of the member’s active employment as of July 1 of that year. Employment before the 15th day of a month shall be considered employment for the full month.
2. If a member is hired prior to January 1 of a contract year, he shall receive one (1) vacation day per month during his initial employment period through June 30. Thereafter, the schedule listed below shall be in effect.

If a member is hired after January 1 of a contract year, he shall receive one (1) vacation day per month during his initial employment period through June 30 and continuing through his first full contract year. Thereafter, the schedule listed below shall be in effect.

3. Subject to the limitations defined in section 2 above, the following schedule of vacation entitlement shall be in effect:

Year 1 – 13 days	Year 6 – 19 days
Year 2 – 14 days	Year 7 – 20 days
Year 3 – 15 days	Year 8 – 21 days
Year 4 – 16 days	Year 9 – 22 days
Year 5 – 18 days	Year 10 – 23 days

All vacation shall accrue on a monthly basis.

4. A member who leaves before completing six (6) months of active employment shall receive no vacation credit. A member who resigns before the end of a given month shall receive no credit for that month. Members shall only accrue vacation during months of active employment, not to include leaves of absence (i.e. medical, maternity, family leave or other). Therefore, a member shall have his vacation entitlement to reflect his months of active employment.
5. All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited.
6. Vacations shall be scheduled with due consideration for the operating needs of the College, division, department; however, individual requests will be considered by the Administration to the extent practical. If it should be necessary to choose between employees in the same job in arranging the vacation schedule, seniority at the college shall rule.

7. Earned but unused vacation shall be paid to the estate of an employee in the event of his/her death during employment.

ARTICLE XXIII - SAFETY AND HEALTH

The Board and the Association recognize the importance of safety provisions for the welfare of the employees and for the protection of College property and both the parties recognize their mutual interest to assist in the prevention, correction and elimination of all unhealthy and unsafe working conditions and practices.

The College shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment. The College and the Association and the employees shall cooperate in maintaining safe working procedures throughout the College, and exercise due care at all times.

No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the College or any local, State or Federal health and safety laws.

ARTICLE XXIV - NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, age, religion, national origin, sex, domicile, handicap, marital status or political affiliation.

ARTICLE XXV - PERSONNEL FILE

1. The official personnel file of each employee shall be maintained in the Department of Human Resources and shall be available to the employee upon written request. However, before the file is made available to the employee, all references not generated by the College will be removed from his file. An Association Representative may accompany the employee at the time the file is examined. The file shall not be removed from the Department of Human Resources by the employee.
2. Except for a) references and other confidential information related to employment of the individual, b) confidential material relating to the discharge of an employee, no other material shall be placed in the employee's personnel file until he has been given the opportunity to read the contents and attach any comments he may so desire. All such material shall be initialed by the employee before being placed in his file as evidence of his having seen the same. This initiating shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any material after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document.

3. If a Division/Department File exists or if any material pertinent to an employee's file exists elsewhere, but is not part of the official Personnel File. This material shall not be used against the employee unless the employee has prior knowledge of the documentation and has had an opportunity to initial same.
4. The College will expunge documents as defined below in item (7). Eligible documents, dated prior to a three (3) year period from July 1st of the current year, will be removed from the personnel file. Employees can request an expungement of documents (as defined in item 7) for the period of July 1st to July 15th of the current year.
5. An employee who wished to have his/her file expunged shall submit a written request for a review of the file per Article XXV of the Agreement. The employee will meet Director of Human Resources or Manager of Human Resources to review the file. They will in-turn consult with the Executive Vice President.
6. The Director of Human Resources or Manager of Human Resources will consult with the Executive Vice President, as necessary, to determine the appropriate documents to be expunged and will do so with notification to both the employee and Association;
7. Expungement of documents will be applicable to letters, notices and memoranda/reports on progressive disciplinary matters, including but not limited to:
 - *Tardiness
 - *Absenteeism
 - *Performance not resulting in impairment of work operations, loss of revenues or significant resources of the College
 - *Unexcused absence from post
 - *Failure to punch in/out
 - *Minor safety violations not posing direct threat to self/others
 - *Use of telephone for personal phone calls
 - *Smoking on College premises not resulting in a safety/hazardous situation or not related to statutory violations
 - *Disregard of uniform regulations
 - *Failure to comply with leave request policies
 - *Violation of call-in procedures
 - *No-call/no show
8. Letters, notices, memoranda/reports on disciplinary matters related to the following are not eligible for expungement:
 - *Use, possession or distribution of alcohol, drugs, controlled substances
 - *Unauthorized weapons possession/and/or use of a weapon

- *Harassment
- *Fighting and/or physically acting our against an individual
- *Sexual Harassment
- *Bias/Discriminatory behavior
- *Illegal Conduct on College premises
- *Gambling on premises
- *Verbal and/or threatening and/or intimidating behavior
- *Sleeping on the job
- *Insubordination/Refusal to follow instructions or complete assignments from a Supervisor, Public Safety Officer or College Administrator
- *Impairment of work operations through physical/verbal misbehavior
- *False malicious statements/misrepresentation of self, other employees, faculty, staff, students
- *Interference with Public Safety Officers in carrying out duties or conducting an investigation
- *Falsification of any College record
- *Punching another's time card
- *Forging of another's signature
- *Theft of College property whether intellectual and/or real tangible property
- *Misuse and/or defacement of College property/equipment, including but not limited to, computers, telephones, equipment, vehicles
- *Misuse of telephone services resulting in significant expenditures to College
- *Negligence on the job resulting in impairment of work operations
- *Moral/ethical misconduct
- *Willful violation of safety regulations resulting in direct threat to the safety of others/self

ARTICLEXXVI- LEAVES OF ABSENCE

1. Sick Days

During the initial twelve months of an individual's employment there will be a pro rata earning (one day per month - no bank arrangement) of sick days. Any employee on the job on or before the 15th of the month shall be allowed one (1) sick day for said month. After the initial twelve months, each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year the sick day allowance shall be prorated. After the initial twelve months, all sick leave shall be calculated on a bank arrangement, i.e., an employee could use any sick time to be earned through June 30th of the current year at any time during that year. Should said employee terminate employment with the College prior to earning sufficient time to cover the advance from the bank, said employee would be financially penalized for the number of days outstanding.

Unused sick leave is accumulated from year to year, maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. The Term "dependent" shall conform to the criteria used in the Internal Revenue Service Code for 1983. An employee may be asked to produce a doctor's certificate at no cost to the College if absent for more than three (3) consecutive working days or when there is a demonstrated pattern of sick day use or when there is a collective effort by employees to abuse sick time. The College shall advise each employee, in writing, as to the amount of accumulated sick leave time on or before June 30 of each year.

An employee shall be allowed a maximum of two (2) days per annum (one [1] during first six months or two [2] during second sixth months if none were used during first half) which shall not be charged against sick leave provided the employee meets one half (1/2) of his obligation on said days.

Upon termination, except for cause, or upon retirement, when an employee has attained age sixty (60) and five (5) years of continuous active service, or after fifteen (15) years of continuous active service, the employee shall be paid for one-half (1/2) of his unused accumulated sick days at a daily rate based upon the employee's salary at the time of termination or retirement up to a maximum payment of \$12,000.00. In the event of an employee's death prior to retirement, his estate shall be paid one-half (1/2) of the unused accumulated sick days at the daily rate based upon the employee's salary at the time of death, to a maximum payment of \$3,000.00.

2. Bereavement Days

An employee covered by this Agreement shall be entitled to four (4) work-days of leave with pay upon the death of a member of his immediate family. Immediate family is defined as father, mother, sister, brother, child, dependent stepchild, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son in-law and daughter-in-law.

Other than immediate family, one (1) day shall be allowed for aunts, uncles, first cousins and nieces and nephews of the employee and spouse plus grandparents of the spouse.

If an employee is on vacation and a death occurs in the immediate family as listed above during such vacation, such allowable absence shall not be considered vacation time and shall be rescheduled for a time which does not interfere with the College's operations.

3. Jury Duty Days

When an employee receives a subpoena for jury duty, he must present the notice to his supervisor immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by

the judge or other duly authorized court official. When an employee is serving on jury duty, he shall be paid the difference between his base pay earnings, including any applicable shift premium, and his jury pay. Jury pay excludes court compensation for mileage. A certification of the number of days actually spent by an employee on jury service must be obtained from the appropriate court official and submitted to the College. The employee shall forward any jury pay in excess of \$5.00 (less compensation for mileage) to the College.

4. Military Leave

Any employee inducted into the Armed Forces of the United States during the period of this agreement shall have the right to reinstatement to his former position at the termination of such service, provided that within ninety (90) days of receiving an honorable discharge from such Armed Forces, the employee applies to the College for reinstatement. Time spent in military service shall be treated as a leave of absence during which time an employee will not be entitled to any form of compensation but he may accumulate seniority.

The College shall pay to employees who are called into the Armed Forces of the United States for annual two (2) week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two (2) weeks of a regular work schedule. The College will respect all other rights of such employees in accordance with applicable state and federal statutes. An employee returning from Military Leave, shall be placed on a salary schedule at the level he would have achieved had he not been absent on Military Leave.

Medical Leave

An employee may be granted a leave of absence without pay for a period of up to two (2) years for medical reasons. Such leave may be granted for a period of up to six (6) months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two (2) years. Said employee shall be asked to present a doctor's certificate each time an additional six (6) months of leave is requested. Said employee may be required to have a physical examination with a physician chosen by the College; in such an event, the College will pay for the physician's services. The employee may not be gainfully employed during this period. During the period of the leave, the College will pay all health, dental and vision benefit premiums for 30 days after the employee goes off payroll. The employee is expected to pay for his own benefit premium thereafter.

The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to his position; he may be required to have a physical examination with a physician of the College's choosing to substantiate his fitness to perform his job, in which case the College will pay for the physician's services. An employee returning to work at the same position level that he held prior to the commencement of the leave shall receive a salary no less than that which

he earned prior to the medical leave. If an employee is unable to perform the duties of the position that he held prior to the medical leave, then the College may place the employee in a position and at a salary as close as practical to the position he held prior to commencing the leave.

An employee with more than two (2) years of continuous service, who is authorized a medical leave for three (3) months or less without pay, commencing on the date specified by the attending physician, shall, upon return, be placed in the same position he held prior to the leave. Said employee shall receive full salary entitlement for the position.

Time on leave is excluded from "active employment" but included in seniority.

6. Maternity/Adoption Leave

After two (2) years of continuous employment with the College, a female employee shall be entitled to a maternity/adoption leave for a period of up to one (1) year, without pay, commencing on the date specified by the attending physician or adoption agency.

The leave may be extended by application of the employee to the Board of Trustees for additional periods of up to one (1) year, not to exceed a total leave of two (2) years. The employee must use vacation time and may elect to use sick leave time in any combination with maternity/adoption leave.

An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) month advance written notice of a desire to return to work. Upon return, said employee shall be placed in a position as close as practical to her position prior to the commencement of the leave, at a salary no less than that which she earned prior to the maternity/adoption leave.

A female employee with more than two (2) years of continuous service may elect a maternity/adoption leave, for three (3) months or less, without pay, commencing on the date specified by the attending physician or adoption agency. The employee must use vacation time and may elect to use sick leave time, for the purposes of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) week advance written notice of a desire to return to work, Upon return, said employee shall be placed in the same position she held prior to the leave and shall receive her full salary entitlement for the position.

A female employee with less than two (2) years of continuous service shall be entitled to a maternity/adoption leave of not more than nine (9) weeks, without pay, commencing on the date specified by the attending physician or adoption

agency. The employee must use vacation time and may use sick leave time for the purpose of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/adoption leave shall be required to give the Department of Human Resources a one (1) week advance written notice of a desire to return to work. Upon return, said employee shall be placed in the same position she held prior to the leave and shall receive her full salary entitlement for the position.

Time on maternity/adoption leave is excluded from active employment but included in seniority.

The employee may not be gainfully employed, except at the College, during the period of any of the maternity/adoption leaves as outlined above.

During the period of the leave the College will pay all health, dental and vision benefit premiums for 30 days after the employee goes off payroll. The employee is expected to pay for her own benefit premium thereafter.

7. Other Leaves of Absence

Upon written request to the employee's Division/Department Head and the Executive Vice President or his/her designee, the Board of Trustees may grant a leave for up to six (6) months. An employee shall have been employed for at least two (2) years at the College before said leave is granted. When required, an extension of this leave may be granted for a period of an additional six (6) months. The employee may not be gainfully employed during this period. The employee must return on the date specified in the leave agreement. If an employee fails to return on the specified date, this failure to return may be considered as a resignation from employment at the College. Exceptions to this policy will only be made in case of emergency. In the event of such an emergency, the employee shall request permission from the College for a delayed return. Permission shall not be arbitrarily withheld.

This leave shall be without pay and neither retirement nor salary increase nor any other benefits shall be granted during the period of the leave. Upon return, said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

8. Concurrent Use of Leaves of Absence

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, paternity leave, adoption leave or other leave of absence (excluding jury duty leave, military leave, or bereavement days) under Article XXVI, and/or is eligible to utilize and requests to utilize leave under the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act, such leave shall be taken on a concurrent basis (i.e.. there shall no pyramiding of leaves, nor the scheduling of

leaves on a consecutive basis one after another) providing such leaves of absences for which the employee is eligible arose from the same event, circumstance or medical condition.

ARTICLE XXVII - GRIEVANCE PROCEDURE

1. INTENT

The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its employees and the College. Nothing herein shall prevent employees from discussing problems privately with their supervisors in an attempt to resolve them.

2. DEFINITION

A grievance is an allegation by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement or any related established policies and administrative decisions applicable hereto, or an arbitrary or discriminatory act by the College affecting a term or condition of employment.

3. PROCEDURE

a. Step One

Within fifteen (15) working days after the occurrence giving rise to a grievance is known or should have been known the employee shall discuss the grievance informally with his immediate supervisor with the object of resolving the matter informally.

b. Step Two

If, within ten (10) working days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he may formally submit to the Executive Vice President or his/her designee a written grievance. Within ten (10) working days after receiving the written grievance the Executive Vice President or his/her designee shall render a written report of the disposition of the grievance to the grievant,

c. Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, he may, within ten (10) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or her designee, shall conduct a hearing on the grievance appeal. The President shall render her report and decision on the grievance appeal within twenty (20) working days from her receipt of the grievance. Copies of the President's decision shall be given to the grievant and the Association.

d. Step Four

- i. If the employee is not satisfied with the disposition of his grievance by the President, he may request in writing that the Association submit his grievance to advisory arbitration. If the Association desires to submit the grievance to arbitration, it must do so within twenty (20) working days after receipt by the Association of the Step Three decision of the President of the College.
 - ii. The Association and the College shall jointly request a list of arbitrators from the Public Employee Relations Commission and the matter shall proceed in accordance with the rules and regulations of the Public Employee Relations Commission in the selection of an arbitrator.
 - iii. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and recommendations on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any recommendations which require the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Commissioner of Education and the State Board of Higher Education.
 - iv. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing rooms shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.
 - v. Upon receipt of the arbitrator's recommendations, representatives of the College and the Association shall meet to review them and determine what further action is appropriate under the particular circumstances.
- e. The College or its representatives fail to respond at any step of the grievance procedure within the time limits, the grievant or the Association will have the option of requesting an immediate response or moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.
 - f. The time limits set forth in the procedure may be extended by mutual agreement.
 - g. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of the Association.
 - h. All conferences and hearings conducted under this grievance procedure shall be

conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his testimony.

ARTICLE XXVIII - ASSOCIATION REPRESENTATIVES

The Board recognizes the right of the Association to designate the necessary number of Association Representatives needed to handle such Association affairs as may from time to time be delegated to them by the Association. For the term of this Agreement there shall be no more than six (6) Association Representatives.

An Association Representative shall suffer no loss in regular compensation for time spent in all steps in the grievance process. The Board agrees to cooperate with the Association in assuring that when practical, an Association Representative shall be available for the processing of grievances. In the event the Representative is not available, the Board shall recognize an alternate Association Representative designated by the Association. A Representative may communicate with an employee under his jurisdiction concerning a grievance and an employee may communicate with his appropriate Association Representative concerning a grievance.

ARTICLE XXIX - SENIORITY

Definition:

The purpose of this article is to provide job security for all full-time employees based on length of continuous active service.

Seniority within job classification shall mean total length of continuous active college service plus years of service within present classification. Seniority for the purpose of this article shall accrue for employees on authorized leaves of absence but shall not be considered as "active employment" for salary increases nor other benefit entitlements.

Causes for Loss of Seniority:

An employee will lose all seniority rights for the following reasons:

- a) voluntary resignation
- b) discharge for just cause
- c) absence for five (5) consecutive working days without notifying the employer-barring highly unusual circumstances which make it impossible to contact the employer
- d) failure to return from lay-off within seven (7) days from date of recall unless an extension is approved in writing by the Executive Vice President or her designee
- e) lay-off in excess of the following allowed period since he last worked for the College:

Time in Service with College

Recall Period

More than 3 months but less than 6 months	2 months
6 months but less than 12 months	4 months
12 months but less than 13 months	6 months
13 months but less than 16 months	8 months
16 months but less than 19 months	10 months
19 months or more	12 months

Seniority List:

A Master seniority list shall be compiled for all employees by Group and Job Classification. Each group of job classifications shall have separate Master seniority lists based on College and Job Classification seniority.

Group I

- | | |
|-----------------------------|--|
| 1. Administrative Secretary | 7. Secretary |
| 2. Department Coordinator | 8. Switchboard Operator |
| 3. Executive Secretary | 8. Office Assistant |
| 4. Production Assistant | 8. Library Assistant |
| 5. Senior Secretary | 9. Child Care Assistant (10 month and/or 12 month) |
| 6. Senior Office Assistant | |
| 6. Senior Library Assistant | |

Group II

- | | |
|---------------------------------|----------------------------|
| 1. Sr. Data Entry Control Clerk | 4. Data Entry Operator |
| 2. Data Entry Control Clerk | 5. Jr. Data Entry Oper. II |
| 3. Sr. Data Entry Operator | 6. Jr. Data Entry Operator |

Group III

- | | |
|-----------------------------------|--|
| 1. Mail Services Supervisor | 8. Payroll Assistant |
| 1. Senior Buyer | 9. Offset Pressperson |
| 2. Buyer | 10. Bookkeeper |
| 3. Payroll Supervisor | 11. Senior Office Assistant (Accounting) |
| 4. Mailroom Supervisor | 11. Senior/Mail Stock Clerk |
| 5. Senior Inventory Control Clerk | 12. Mail/Stock Clerk |
| 5. Accounting Assistant | 13. Office Assistant (Accounting) |
| 6. Senior Offset Pressperson | |
| 6. Inventory Control Clerk | |
| 7. Head Bookkeeper | |

Group IV

- | | |
|-----------------------------|----------------------------|
| 1. Programmer | 4. Sr. Computer Operator I |
| 2. Jr. Programmer | 5. Computer Operator II |
| 3. Sr. Computer Operator II | 6. Computer Operator I |

Group V

- | | |
|------------------------------------|-----------------------------|
| 1. Head (working) Electrician | 5. Plumber's Helper |
| 1. Head (working) Maint. Repair | 5. Head (working) Custodian |
| 1. Master plumber | 5. Public Safety Sergeant |
| 2. Electrician | 6. H.V.A.C. Mechanic "C" |
| 2. H.V.A.C. Mechanic "A" | 6. Maintenance Repairperson |
| 2. Plumber | 7. Senior Groundskeeper |
| 3. H.V.A.C. Mechanic "B" | 7. Senior Custodian |
| 3. Maintenance Mechanic | 8. Public Safety Officer |
| 4. Public Safety Lieutenant | 8. Groundskeeper |
| 5. Senior Maintenance Repairperson | 8. Custodian |

ARTICLE XXX - REDUCTION OF STAFF, SEVERANCE AND RECALL

1. Reduction of Staff

Should it be necessary for the College to terminate or lay-off any employee due to lack of work such as, but not limited to, financial exigency, bona fide discontinuance of a program or the elimination/reduction of the size of a Division/Department, the reduction of staff shall be made within a Group by total seniority within a job classification. The least senior employee is to be the first laid-off. Employees shall be given at least two (2) weeks notice of intended lay-off, except in the case of an extreme emergency. Because of the highly specialized knowledge required for some job classifications, employees who desire to exercise downward job bumping rights must hold greater College employment seniority than the individual they wish to bump and must be capable of performing the available work as scheduled or can function in the new job within two (2) weeks with some on-the-job training.

No regular employee shall be laid-off until all temporary, on-call, and probationary employees holding positions in the same job classification are dismissed.

2. Severance Allowance

The terminated or laid-off employee, as referenced above, shall receive one (1) weeks pay for each year of service to a maximum of fifteen (15) weeks. Before terminating or laying-off an employee, the College will make every effort to place the employee in another available position.

3. Recall

Employees who are laid-off shall be placed on a re-employment list in the event the College should rehire any employee in the job classification of those laid-off. The first (1st) person rehired shall be the individual with greatest job classification seniority.

ARTICLE XXXI - PART-TIME EMPLOYEES

A regular part-time employee may be an employee in Groups I, II and III. A regular part-time employee shall not work less than 20 hours per week. A regular part time employee shall receive prorated holidays, sick days, and vacation days. The Retirement plan and the

Medical plan shall be provided as prescribed by law. The salary for a regular part-time employee shall be prorated. It is understood that no regular full-time employee within any group will be laid-off, unless the full-time employee has had the opportunity to bump all regular part-time employees. The bumping procedure will not be affected when the regular part-time employee has a highly specialized skill which the regular full-time employee cannot perform satisfactorily within a two week period.

It is understood that when a combination of hours, during which regular part-time employees are used, can conceivably develop into a regular full time position, by combining positions, a regular full-time position will be created.

Before a new employee is hired to fill a regular full-time position, the most senior regular part-time employee who applies shall be given the full-time position, provided he has the same or better qualifications and experience as other applicants for that regular full-time position.

When a regular part-time employee is offered a regular full-time position, he must satisfactorily complete a thirty (30) working day probationary period. An employee who fails to qualify shall be allowed to return to his former position, unless that position has been eliminated in which case the bumping procedure shall apply.

A regular part-time employee successfully transferring to a regular full time position will be considered as a newly hired regular full-time employee and will be placed at the bottom of the appropriate regular full time seniority list. For vacation and sick day entitlement, the new regular full-time employee shall receive half credit for all time worked as a regular part-time employee.

ARTICLE XXXII - SERVICE OF NOTICE

Whenever formal communication is required to be given by either of the parties to this Agreement to the other, either party shall do so by registered letter or by hand delivery, with a signed return acknowledgement of receipt thereof.

Appendix A

**BERGEN COMMUNITY COLLEGE
Supportive Staff Salary Ranges**

GROUP I**7/1/05 – 6/30/06**

Administrative Secretary	\$30,312	\$32,317	\$38,332
Department Coordinator	\$28,691	\$30,501	\$35,932
Executive Secretary	\$28,691	\$30,501	\$35,932
Production Assistant	\$28,325	\$30,120	\$35,506
Senior Secretary	\$27,240	\$28,896	\$33,863
Senior Office Assistant	\$26,644	\$28,222	\$32,954
Senior Library Assistant	\$26,644	\$28,222	\$32,954
Secretary	\$26,047	\$27,545	\$32,040
Switchboard Operator	\$25,366	\$26,787	\$31,048
Office Assistant	\$25,366	\$26,787	\$31,048
Library Assistant	\$25,366	\$26,787	\$31,048
Child Development Center Assistant	\$21,789	\$22,881	\$26,156
Customer Service Assistant	\$25,500	\$26,971	\$31,382

GROUP II**7/1/05 – 6/30/06**

Senior Data Entry Control Clerk	\$29,288	\$31,177	\$36,842
Data Entry Control Clerk	\$28,181	\$29,933	\$35,187
Senior Data Entry Operator	\$26,644	\$28,222	\$32,954
Data Entry Operator	\$25,961	\$27,316	\$31,380
Junior Data Entry Operator II	\$24,853	\$26,278	\$30,552
Junior Data Entry Operator	\$24,083	\$25,390	\$29,312

GROUP III**7/1/05 – 6/30/06**

Mail Services Supervisor	\$32,356	\$34,553	\$41,144
Senior Buyer	\$32,356	\$34,553	\$41,144
Buyer	\$30,909	\$32,993	\$39,245
Payroll Supervisor	\$30,312	\$32,317	\$38,332
Mail Room Supervisor	\$29,714	\$31,661	\$37,503
Accounting Assistant	\$29,032	\$30,881	\$36,429
Senior Inventory Clerk	\$29,032	\$30,881	\$36,429
Senior Offset Pressperson	\$28,181	\$29,933	\$35,187
Inventory Clerk	\$28,181	\$29,933	\$35,187
Head Bookkeeper	\$27,608	\$29,337	\$34,525
Senior Mail/Stock Clerk	\$27,240	\$28,896	\$33,863
Payroll Assistant	\$27,071	\$28,707	\$33,616
Offset Pressperson	\$26,986	\$28,602	\$33,449
Bookkeeper	\$26,899	\$28,475	\$33,201
Senior Office Assistant-Accounting	\$26,644	\$28,222	\$32,954
Mail/Stock Clerk	\$25,535	\$26,996	\$31,380
Office Assistant-Accounting	\$25,366	\$26,787	\$31,048

GROUP IV**7/1/05 – 6/30/06**

Programmer	\$34,665	\$37,156	\$44,630
Junior Programmer	\$30,907	\$32,981	\$39,202
Senior Computer Operator II	\$30,166	\$32,076	\$37,807
Senior Computer Operator I	\$29,568	\$31,422	\$36,982
Computer Operator II	\$28,373	\$30,090	\$35,242
Computer Operator I	\$27,777	\$29,436	\$34,413

GROUP V**7/1/05 – 6/30/06**

Head (working) Electrician	\$36,007	\$38,479	\$45,893
Master Plumber	\$36,007	\$38,479	\$45,893
Head (working) Maintenance Repairperson	\$36,007	\$38,479	\$45,893
Electrician	\$34,004	\$36,362	\$43,436
H.V.A.C. Mechanic "A"	\$34,004	\$36,362	\$43,436
Plumber	\$34,004	\$36,362	\$43,436
Head (working) Groundskeeper	\$34,004	\$36,362	\$43,436
H.V.A.C. Mechanic "B"	\$31,787	\$33,912	\$40,288
Maintenance Mechanic	\$31,787	\$33,912	\$40,288
Plumber's Helper	\$30,708	\$32,711	\$38,719
Senior Maintenance Repairperson	\$30,708	\$32,711	\$38,719
Head (working) Custodian	\$29,909	\$31,801	\$37,477
Public Safety Sergeant	\$29,909	\$31,801	\$37,477
H.V.A.C. Mechanic "C"	\$29,655	\$31,528	\$37,145
Maintenance Repairperson	\$29,655	\$31,528	\$37,145
Senior Custodian	\$28,715	\$30,471	\$35,739
Senior Groundskeeper	\$28,715	\$30,471	\$35,739
Public Safety Officer	\$27,521	\$29,141	\$33,999
Groundskeeper	\$27,521	\$29,141	\$33,999
Custodian	\$27,521	\$29,141	\$33,999

Leadperson and Back Hoe Operator to receive a differential of \$.75 per hour when serving in these capacities.

Master Plumber to receive a differential of \$800.00 per year as a permanent leadperson.

The parties having executed this Agreement as set forth below mutually warrant that:

- a) They are authorized to bind their members and the Board of Trustees, as the case may be;
- b) This Agreement contains all of the terms and conditions of employment applicable on the signing date of the Agreement as applied to all employees covered by this Agreement and shall continue to be so applicable during the terms of this agreement;
- c) This Agreement constitutes the entire Agreement between the parties and encompasses all matters which were the subject of negotiations or could have been the subject of negotiations;
- d) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties; and
- e) Nothing in this Agreement shall apply retroactively unless specified.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Albert J. Legge, President
BCC Support Staff/NJEA Inc.

Dr. Judith K. Winn, President

Chris S. Talmo, Vice President
BCC Support Staff/NJEA Inc.

Stephen J. Moses, Esq., Chairman of the Board