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02-00



AMENDMENT TO  
FACULTY CONTRACT

February 14, 1975 - June 30, 1978

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RUTGERS UNIVERSITY



AGREEMENT TO AMEND CONTRACT  
BETWEEN  
THE BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES  
AND THE  
BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION  
DATED  
JULY 1, 1973 - JUNE 30, 1976



AGREEMENT TO AMEND CONTRACT BETWEEN THE BERGEN COMMUNITY  
COLLEGE BOARD OF TRUSTEES AND THE BERGEN COMMUNITY COLLEGE FACULTY  
ASSOCIATION DATED JULY 1, 1973 - JUNE 30, 1976

The Agreement entered into the first day of July, 1973 by and between the Board of Trustees of Bergen Community College, hereinafter referred to as the "Board" and the Bergen Community College Faculty Association, hereinafter referred to as the "Association" is amended as noted below. All other understandings in the July 1, 1973 - June 30, 1976 contract between the Association and the Board shall remain unchanged except those noted below. Furthermore, it is mutually agreed there shall be no re-openers permitted for any item in the July 1, 1973 - June 30, 1976 contract or in the extended contract to June 30, 1978, without concurrence of both parties.

ARTICLE II - Understandings Relative to this Document

1. The dates of the current contract between the Association and the Board dated July 1, 1973 until June 30, 1976 are changed to read from July 1, 1973 until June 30, 1978.

ARTICLE VIII - Salary

Clause Number 1 of Article VIII is revised to read as follows:

I. The contract year 1974-75 salary guide (Appendix A-1 of the contract between the Association and the Board dated July 1, 1973 until June 30, 1976) will be adjusted by one increment step (4.1%) creating a guide with twenty-six (26) steps instead of twenty-five (25) steps. (Thus, for example, Step 26H will reflect the top salary for the full Professor rank; Step 23H of the guide will reflect the top salary for the Associate Professor rank, and the top salary step for Assistant Professor shall remain at 19H and the top salary step for Instructor and Associate Instructor shall remain at 12H). In addition, the guide shall be adjusted to in-

clude a cost of living adjustment of 2.8 percent, which is the difference between the consumer price index for the New York-Northeastern New Jersey area for the twelve (12) month period ending July, 1974, of 11.1 percent, and, the previously negotiated salary increase for each member of 3.3 percent. The adjustment of 2.8 percent shall be made to the salary the faculty member earned in the 1973-74 salary guide (Appendix A of the Contract between the Association and the Board dated July 1, 1973 - June 30, 1976) and, therefore, the salary schedule for 1974-75 shall be equivalent to the 1973-74 salary schedule, Appendix A of the current contract between the Board and the Association dated July 1, 1973 - June 30, 1976, increased by 11.1 percent. This new salary guide is in Appendix B attached.

I-A Except as provided in (I-B), (I-C), and (I-D) below, each member's salary shall be adjusted each year by the cost of living factor as determined by the July "Consumer Price Index" (New York-Northeastern New Jersey Area) published by the Bureau of Labor Statistics, U.S. Department of Labor for the previous twelve (12) month period.

I-B In no case can a member's salary exceed the maximum salary of the adjusted guide for his rank.

I-C The relative position of Bergen Community College and the remaining Public County Community Colleges in New Jersey for the maximum of each rank will be determined as follows:

1. By first obtaining the average salary of the maximum of all the Public Community Colleges, by rank, in New Jersey, and
2. Next, obtaining the relative position of the maximum salary for each rank at Bergen Community College and the average maximum salary for each equivalent rank of the New Jersey Public County Community Colleges as of September 1, 1974, before the adjustment for the cost of living is made in the adjusted 1974-75 salary schedule, which includes the new twenty-sixth (26) step as noted in I above. This

relative position of the maximum of the salary for each rank shall remain as the basis for all future adjustments to salary guides during the length of this Agreement. It has been determined that the relative positions of the Bergen Community College maximum salaries, by rank, with reference to the remaining Public County Community Colleges in New Jersey as of September 1, 1974 are as follows:

Professor at Bergen Community College is \$1,513 above the average of the other Public County Community Colleges

Associate Professor at Bergen Community College is \$1,922 above the average of the other Public County Community Colleges

Assistant Professor at Bergen Community College is \$2,405 above the average of the other Public County Community Colleges

Instructor/Associate Instructor at Bergen Community College is \$406 above the average of other Public County Community Colleges

3. Thereafter, each year, beginning 1975-76 for the length of the contract, the Bergen Community College salary guide shall be adjusted by ranks so that the relative positions (noted in I-C2) shall be maintained. The difference between Bergen Community College's new salary guide maximum step and the new average of the maximum step of the remaining Public County Community Colleges in New Jersey as of September 1 of each year will determine if any adjustment to relative positions must be made.

If the difference is greater than the relative position established September 1, 1974 (as listed in I-C 2 above) then the new guide maximum salary step will be decreased by the difference. If the difference is less than the relative position established September 1, 1974 (as listed in I-C 2 above) then the new guide maximum will be increased by the difference.

I-D The percentage adjustment for the body of the salary guide, subject to I-B above, after the maximum step for each rank has been established as noted above, will be determined as follows:

The change in maximum of the guide from one year to the next will be established as noted in I-C.

I-D(a) If, after application of the Cost of Living factor to the guide, the maximum step must be adjusted downward to maintain the Bergen Community College relative position noted in I-C 2, then

1. The percentage increase of the average maximum of all the County Colleges over the previous average maximum shall be calculated;
2. To this percentage, 8.3% shall be added (which represents a two step advance in the current Bergen Community College Guide).

- i. If this new percentage is equal to or more than the Cost of Living percentage, the guide will be adjusted by the actual Cost of Living percentage, subject to the maximum as established to maintain the Bergen Community College relative position noted in I-C 2.
- ii. If this new percentage is less than the the Cost of Living, this percentage will be applied to the guide subject to the maximum as established to maintain the Bergen Community College relative position noted in I-C 2.

I-D(b) If after application of the Cost of Living factor to the guide, the maximum step must be adjusted upward to maintain the Bergen Community College relative position noted in I-C 2 then

1. Each step in the body of the guide shall be increased by the percentage necessary to bring the maximum step to the adjusted relative position.

In no case shall the 1975-76 guide be any less than the amounts indicated in Appendix A-2 of the Agreement between the Board of Trustees and the Association dated July 1, 1973 - June 30, 1976 with the twenty-sixth (26) and twenty-third (23) steps added as noted in Article VIII in paragraph 1 above.



Clause 4 of Article VIII is revised as follows:

The part-time salary schedule for full time faculty, Group T, shall be adjusted by the same percentage as the full time schedule is adjusted using the middle column of the part-time salary schedule for full time faculty (Appendix B-1) effective July 1, 1973, of the Agreement between the Board of Trustees and the Association dated July 1, 1973 through June 30, 1976.

Clauses 5, 7, 8 of Article VIII of the July 1, 1973 - June 30, 1976 contract between the Association and the Board dated July 1, 1973 - June 30, 1976 shall reflect the part-time salary schedule noted in modified Clause 4.

Clauses 12, 13, 14 and 15 noted below shall be added to Article VIII of the contract between the Board and the Association dated July 1, 1973 - June 30, 1976.

12. A new maximum, as established by maintenance of the Bergen Community College relative position will be the next highest 1/8 step amount after application of the percentage increase in the guide.
13. The adjustments are to be made no later than November 1st of each year, retroactive to July 1st of that contract year.
14. If there are Public County Community Colleges in New Jersey which have not established their salary guides by September 1. the percentage change of all the other Public County Community Colleges in their maximum will be assumed to be the percentage change of all the Public County Community Colleges in New Jersey which have established their guides by that date. This procedure should be self-correcting each September 1st.

15. The provisions contained herein will not be applied in a manner that would decrease any member's salary unless the Public County Community Colleges in New Jersey, as a whole, are suffering a decrease in salaries, which would consequently be reflected in the Bergen Community College salary guide.

ARTICLE XIII (Appendix D) Leaves of Absence

Clause Number I is revised as follows:

1. Sick Time

The following statement shall be added to this provision:

Each member shall receive, upon retirement, one half (1/2) of the unused accumulated sick leave at the daily rate, based upon the member's salary at the time of retirement, subject to the maximum noted below. The daily rate is 1/200 of his base ten (10) month salary, which excludes any differential percentage for eleventh (11) month of employment or any other remuneration beyond the ten (10) month salary.

The maximum payment upon retirement for a given year shall be as follows:

1975-76 Academic Year	\$ 4,000 Maximum
1976-77 Academic Year	\$ 8,000 Maximum
1977-78 Academic Year	\$12,000 Maximum

ARTICLE XVI (Appendix C)

Paragraph IV Formal Procedure for Handling Grievance Procedure is revised as it relates to the Board of Trustee's Hearing Committee as follows:

Step 2 - The Personnel Committee of the Board of Trustees or a special three-member Committee of the Board of Trustees, designated by the Board of Trustees, may be substituted for the Board of Trustees, if the Board of Trustees so decides, for the purpose of holding a hearing on a grievance, and such a hearing shall be as binding on all parties as if held by the Board of Trustees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their  
respective hands and seals this 14<sup>th</sup> day of February, 1975.

BERGEN COMMUNITY COLLEGE

Kaymer Nysacki  
Witness

By:

Paul W. Blatny  
Chairman of the Board of Trustees

BERGEN COMMUNITY COLLEGE  
FACULTY ASSOCIATION

Clara E. Mather  
Witness

By:

R. Neil Ender  
President, BCC Faculty Association

Batna Parnoff  
Vice President, BCC Faculty Assn.

Laura Olive Peters  
Secretary, BCC Faculty Association

Peter A. Hoff  
Treasurer, BCC Faculty Association

APPENDIX B  
 JULY 1, 1974  
 1974-1975 GUIDE

BERGEN COMMUNITY COLLEGE  
 FULL TIME SALARY SCHEDULE

	A	B	C	D	E	F	G	H
1	\$ 9,377	\$ 9,424	\$ 9,471	\$ 9,518	\$ 9,566	\$ 9,614	\$ 9,662	\$ 9,710
2	9,759	9,808	9,857	9,906	9,955	10,005	10,055	10,106
3	10,156	10,207	10,259	10,309	10,361	10,413	10,465	10,517
4	10,569	10,622	10,675	10,729	10,782	10,836	10,891	10,945
5	11,000	11,055	11,110	11,166	11,221	11,277	11,334	11,391
6	11,447	11,505	11,562	11,620	11,678	11,737	11,795	11,854
7	11,913	11,973	12,033	12,093	12,154	12,214	12,275	12,337
8	12,398	12,460	12,522	12,585	12,648	12,712	12,775	12,839
9	12,903	12,968	13,033	13,098	13,163	13,229	13,295	13,362
10	13,428	13,495	13,563	13,630	13,699	13,768	13,836	13,906
11	13,975	14,045	14,115	14,186	14,257	14,328	14,400	14,472
12	14,544	14,617	14,690	14,763	14,837	14,911	14,986	15,061
13	15,135	15,212	15,288	15,364	15,441	15,518	15,596	15,674
14	15,752	15,831	15,910	15,990	16,070	16,150	16,231	16,312
15	16,393	16,475	16,558	16,640	16,724	16,807	16,891	16,976
16	17,061	17,145	17,232	17,318	17,404	17,491	17,579	17,667
17	17,755	17,844	17,935	18,023	18,113	18,203	18,294	18,386
18	18,478	18,570	18,663	18,756	18,850	18,944	19,039	19,134
19	19,230	19,326	19,423	19,520	19,618	19,716	19,814	19,913
20	20,013	20,113	20,213	20,315	20,416	20,518	20,621	20,724
21	20,828	20,932	21,036	21,142	21,247	21,353	21,460	21,568
22	21,675	21,784	21,893	22,002	22,112	22,223	22,334	22,445
23	22,558	22,670	22,784	22,898	23,012	23,127	23,243	23,359
24	23,476	23,593	23,711	23,830	23,949	24,069	24,189	24,310
25	24,432	24,553	24,677	24,800	24,924	25,049	25,173	25,300
26	25,426	25,553	25,681	25,809	25,938	26,068	26,198	26,330

BERGEN COMMUNITY COLLEGE  
PART-TIME SALARY SCHEDULE FOR FULL TIME FACULTY

1	\$14.88
2	15.23
3	15.58
4	15.92
5	16.27
6	16.62
7	16.98
8	17.33
9	17.69
10	18.05
11	18.41
12	18.76
13	19.12
14	19.46
15	19.80
16	20.13
17	20.45
18	20.75
19	21.03
20	21.29
21	21.53
22	21.74
23	21.92
24	22.06
25	22.16
26	22.21

APPENDIX B-1  
JULY 1, 1974  
1974-1975 GUIDE

BERGEN COMMUNITY COLLEGE  
SALARY SCHEDULE FOR  
PROFESSIONAL ASSISTANT  
LIBRARY ASSOCIATE  
(95% of Instructor Guide)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
4	\$ 10,041	\$ 10,091	\$ 10,141	\$ 10,193	\$ 10,243	\$ 10,294	\$ 10,346	\$ 10,398
5	10,450	10,502	10,555	10,608	10,660	10,713	10,767	10,821
6	10,875	10,930	10,984	11,039	11,094	11,150	11,205	11,261
7	11,317	11,374	11,431	11,488	11,546	11,603	11,661	11,720
8	11,778	11,837	11,896	11,956	12,016	12,076	12,136	12,197
9	12,258	12,320	12,381	12,443	12,505	12,568	12,630	12,694
10	12,757	12,820	12,885	12,949	13,014	13,080	13,144	13,211
11	13,276	13,343	13,409	13,477	13,544	13,612	13,680	13,748
12	13,817	13,886	13,956	14,025	14,095	14,165	14,237	14,308

BERGEN COMMUNITY COLLEGE  
SALARY SCHEDULE FOR  
TECHNICAL ASSISTANT I  
(91% of Instructor Guide)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
4	\$ 9,618	\$ 9,666	\$ 9,714	\$ 9,763	\$ 9,811	\$ 9,861	\$ 9,911	\$ 9,960
5	10,010	10,060	10,110	10,161	10,211	10,262	10,314	10,366
6	10,417	10,470	10,521	10,574	10,627	10,681	10,733	10,787
7	10,841	10,895	10,950	11,005	11,060	11,115	11,170	11,227
8	11,282	11,339	11,395	11,452	11,510	11,568	11,625	11,683
9	11,742	11,801	11,860	11,919	11,978	12,038	12,098	12,159
10	12,219	12,280	12,342	12,403	12,466	12,529	12,591	12,654
11	12,717	12,781	12,845	12,909	12,974	13,038	13,104	13,170
12	13,235	13,301	13,368	13,434	13,502	13,569	13,637	13,706

July 1, 1974  
(2-1-75)

BERGEN COMMUNITY COLLEGE  
SALARY SCHEDULE FOR II  
TECHNICAL ASSISTANT  
(86% of Instructor Guide)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
4	\$ 9,089	\$ 9,135	\$ 9,181	\$ 9,227	\$ 9,273	\$ 9,319	\$ 9,366	\$ 9,413
5	9,460	9,507	9,555	9,603	9,650	9,698	9,747	9,796
6	9,844	9,894	9,943	9,993	10,043	10,094	10,144	10,194
7	10,245	10,297	10,348	10,400	10,452	10,504	10,557	10,610
8	10,662	10,716	10,769	10,823	10,877	10,932	10,987	11,042
9	11,097	11,152	11,209	11,264	11,320	11,377	11,434	11,491
10	11,548	11,606	11,664	11,722	11,781	11,840	11,899	11,959
11	12,019	12,079	12,139	12,200	12,261	12,322	12,384	12,446
12	12,508	12,571	12,633	12,696	12,760	12,823	12,888	12,952



BERGEN COMMUNITY COLLEGE  
SALARY SCHEDULE FOR  
TECHNICAL ASSISTANT III  
(82% of Instructor Guide)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
4	\$ 8,667	\$ 8,710	\$ 8,754	\$ 8,798	\$ 8,841	\$ 8,885	\$ 8,931	\$ 8,975
5	9,020	9,065	9,110	9,156	9,201	9,247	9,294	9,341
6	9,387	9,434	9,481	9,528	9,576	9,624	9,672	9,720
7	9,769	9,818	9,867	9,916	9,966	10,015	10,066	10,116
8	10,167	10,217	10,268	10,320	10,371	10,424	10,476	10,528
9	10,580	10,634	10,687	10,740	10,794	10,848	10,902	10,957
10	11,011	11,066	11,122	11,177	11,233	11,290	11,346	11,403
11	11,460	11,517	11,574	11,633	11,691	11,749	11,808	11,867
12	11,926	11,986	12,046	12,106	12,166	12,227	12,289	12,350

July 1, 1974  
(2-1-75)

