

# MEMORANDUM OF AGREEMENT

Between

**THE BERGEN COMMUNITY COLLEGE**

And The

**BERGEN COMMUNITY COLLEGE ADMINISTRATORS ASSOCIATION**

This Memorandum of Agreement ("Agreement") incorporated the full, final and complete Agreement between The Bergen Community College ("BCC") and the Bergen Community College Administrators Association ("Administrators"), through their respective representatives, and incorporates the terms set forth below, which shall be retroactive to **July 1, 2007** and shall conclude on **June 30, 2011**. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Bargaining Agreement ("CBA"), which expired on June 30, 2007.

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

## I. DURATION

- A. The duration of this Agreement shall be for a four (4) year period from July 1, 2007 through June 30, 2011.

## II. SALARY ADJUSTMENT

- A. The parties agree to replace paragraph 1 of Article VII, Salary, of the CBA with the following paragraphs:
  - 1. Effective and retroactive to July 1, 2007, all Administrators with a full year of active employment since July 1, 2006 shall receive a four percent (4.0 %) salary adjustment to their June 30, 2007 base salary. Base salaries will similarly be adjusted by 4% in each of the succeeding years of the contract.
- B. The parties agree to delete paragraph 2 of Article VII, Salary Schedule, of the CBA.
- C. The parties agree to add paragraph 6 with the following language:
  - 1. If, after the implementation of the July 1, 2007 wage increase, any

employee in the bargaining unit on the payroll on July 1, 2007, and whose adjusted salary fall below \$72,000 shall have his/her base salary adjusted to \$72,000. It is expressly understood that this provision applies only to employees in the bargaining unit on the payroll as of July 1, 2007, and does not apply to prospective employees regardless of starting salaries.

- A. The parties agree to modify Appendix A, Administrative Salary Guide as follows:
  - 1. Individual salary ranges will be deleted and will be replaced with a single salary range from \$65,000 to \$105,000.

### **III. HEALTH INSURANCE**

- A. The parties agree to modify the language in paragraph 1 of Article VIII, Benefits, of the CBA with the following paragraph:
  - 1. The Board agrees to provide each member, at the Board's own cost and expense, with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or the New Jersey School Employees Health Program. The Board will continue to provide for employees a dental plan with its present coverage. 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 than 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 to the bargaining unit. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such benefit coverage
- B. The parties agree to replace the language in paragraph 3 of Article III, Negotiations, with the following paragraph:
  - 1. The parties agree to reopen negotiations during the second year of the contract (July 1, 2008 through June 30, 2009) if the College so requests, to negotiate a change in health benefits to take effect not before July 1, 2008. In such case, the reopening of negotiations shall be limited to the considering health benefits.

### **IV. DRUG TESTING**

- A. The parties agree to confer no later than October 1, 2007 regarding a drug-free workplace policy to ensure the College's compliance with the Drug Free Workplace Act and the Drug Free Schools and Communities Act.

**V. SICK LEAVE COMPENSATION UPON SEPARATION**

A. The parties agree that the language in paragraph 1 Sick Days, Article XII, Leaves of Absence, be modified to read:

1. Upon termination, except for cause, after an employee's fifty-fifth birthday and five (5) years of employment, except for cause, or after fifteen (15) years of active employment, 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 \$17,500. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiaries shall be paid one-half (1/2) of the unused sick leave calculated as above.

**VI. SUMMER HOURS**

A. The parties agree that the language in paragraph 2, Article VI, Hours of Work/Overtime, be modified to read:

1. Add. Notification of summer hours will take place on or about June 1. Summer hours will begin the second Monday in June. Normal hours of work (35 hours) will resume on the third Monday in August.

**VII. REAPPOINTMENT**

A. The parties agree that the language in paragraph 7 of Article VIII, BENEFITS, be modified to read:

1. An Administrator who has completed six (6) years of service in the Administrators Association, as recognized in the parties' CBA, shall upon his or her next reappointment, be offered a two (2) year contract by the Board of Trustees.

**VIII. FLOATING HOLIDAYS**

A. The parties agree to modify the language in Article X, Holidays, with the following paragraph:

1. Paragraph 2. Effective July 1, 2008 seven (7) of these shall be taken as follows:

- 1 Independence Day
- 2 Labor Day
- 3 Thanksgiving Day
- 4 Day after Thanksgiving
- 5 Christmas Day
- 6 New Year's Day

7 Memorial Day.

2. Insert a new paragraph, to be numbered Paragraph 3, to read as follows, and to renumber subsequent paragraphs appropriately:

Effective July 1, 2008, an employee shall have two (2) floating holidays in any year in which the College is open and classes are scheduled on Yom Kippur and Good Friday. The employee shall notify the College of the intention to take the floating holidays no later than August 15 and January 15. The College shall acknowledge receipt of notification and provide approval no later than September 1 and February 1.

3. To modified renumbered paragraph 4 as follows:

- a. Replace initial sentence with: "The remaining (5) five non-designated holidays will be incorporated into the academic calendar established by the President, as follows:"
- b. Revise subparagraph (c) to read, "The remaining one (1) holiday will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting this day, preferences expressed by the Association will be considered."

4. To replace the opening sentence of renumbered paragraph 5 with:

Additional holidays beyond the seven (7) designated holidays, two (2) floating holidays, and five (5) non-designated holidays may be had when indicated in the academic calendar as additional non-designated holidays.

**IX. STIPEND**

- A. The parties agree to add language in Article VIII, Benefits, with the following paragraph:
  1. Add paragraph 8. The Director of Technologies, Director of Public Safety, and the Director of Physical Plant will receive a \$2,000 stipend not added to the base, if within the salary guide, and \$500 not added to the base, if above the salary guide.
  2. Add paragraph 9. The College will provide a cell phone stipend in the amount of \$50 per month, not added to base, to the Director of Public Safety, Director of Technologies, Director of Physical Plant. The Director will provide the Executive Vice President with his/her mobile phone number, and will notify the Executive Vice President within

twenty-four (24) hours if this number is changed. Further, Directors receiving cell phone stipends are obliged to maintain their mobile numbers such that they may be reached during off-hours. It is expressly understood that a Director may not have both a college provided cell phone and a cell phone stipend.

## **X. GRIEVANCE PROCEDURE**

- A. The parties agree that the language in Article XVI, Grievance Procedure, be modified to read:
1. 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 Director of Human Resources or his/her designee a written grievance. Within twenty (20) calendar days after receiving the written grievance the Director of Human Resources or his/her designee shall render a written report of the disposition of the grievance to the grievant.

## **XI. SEVERANCE/TERMINATION NOTICE**

- A. The parties agree to replace paragraphs 1, 2, 3, 4, in Article XVIII, Severance/Termination, with the following:
1. Severance Notice: If the College elects to separate or not to reappoint any member of the bargaining unit because of financial exigency or bona fide discontinuance of a program or department or reorganization, the College will notify the affected employee by close of business on February 1<sup>st</sup> with an effective date of close of business on June 30th of the same fiscal year. The College will make every effort to identify and place the employee in another suitable position.
  2. Termination Notice: Should the College exercise its right to terminate the employee for other than cause, lay, off, financial exigency, bona fide discontinuance of a program or department, or reorganization, the employee will be provided with a ninety (90) day notice of termination, which shall be effective notwithstanding appointment by the College of an employee for a full year's term or otherwise. Moreover, it is understood that this ninety (90) day notice shall not operate as a severance period.
  3. Severance: Notwithstanding the appointment by the College of an employee for an annual or multi-year term, should the College exercise its right to terminate the employee other than for cause, the employee shall receive severance pay at the affected employee's then prevailing rate of pay on the last day of employment. The College will remit to

the employee a sum equivalent to one (1) week of pay for each full year of service at the College up to a maximum of sixteen (16) weeks. It is understood that the employee is not entitled to severance in the case of resignation or termination for cause.

4. Termination for Cause: Except as provided for in paragraphs 1 and 2, no employee may be dismissed without just cause as prescribed by law. Any employee dismissed for just cause is not entitled to severance pay.

## **XII. CIVIL UNION**

- A. The parties agree to modify following language to Article IX, Domestic Partnership/Civil Union, as follows:
  1. Paragraph 2. The College agrees to provide dependent health coverage and pension benefits to the civil union or 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 Domestic Partnership Act (the "Act") *N.J.S.A. 26:8A-1, et. seq.* or the Civil Union Law (the "Law"), *N.J.S.A. 37:128, et. seq.*
- B. Replace Paragraph 3, to read as follows, and to renumber and modify subsequent paragraphs appropriately
  - 1 Paragraph 3. In order to establish a civil union under the law, both persons must not be a party to another civil union, domestic partnership or marriage in this State; be of the same sex; and be at least 18 years of age, except as provided in section 10 of the Law.
  - 2 Paragraph 4. The College reserves the right to request verification from an employee and civil union/domestic partner to determine whether they have met the requirements set forth above.
- C. The parties agree to add the following language to Article II, Understanding Relative to This Document, as follows:
  1. Add paragraph 5. Whenever spouse is used it is understood to include civil union partner.

## **XIII. Tuition Coverage for Dependents**

- A. The parties agree to modify the following language of paragraph 3, Article VIII, Benefits, regarding dependents as follows:

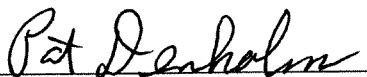
1. Dependent children of full-time Administrators may attend any Bergen Community College course for credit without payment of tuition fees or excess contact hour fees, provided such children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. Tuition reimbursement for dependent children ceases at the earlier of the child reaching twenty-four (24) years of age or the child becoming independent.

This Agreement represents a complete and final agreement for the duration set forth above. The parties expressly agree to abide by the terms and conditions of this Agreement. All parties agree that there are no other changes to the terms and conditions of employment, except those clearly listed above.

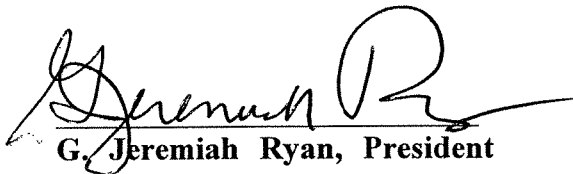
Further, it is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the ratification by the Administrators Association. Once the Administrators Association ratifies this Agreement, the Board of Trustees of BCC shall then be presented with the Agreement for ratification and approval of this Agreement.

**ADMINISTRATOR ASSOCIATION**

**BERGEN COMMUNITY COLLEGE**



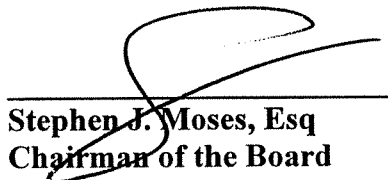
Pat Denholm, President  
Administrators Association



G. Jeremiah Ryan, President



Ed Pittarelli, Secretary  
Administrators Association



Stephen J. Moses, Esq  
Chairman of the Board

DATED: July 11, 2007

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