



**Agreement between
BERGEN COMMUNITY COLLEGE
PROFESSIONAL STAFF ASSOCIATION
and
BERGEN COMMUNITY COLLEGE
BOARD OF TRUSTEES
July 1, 1991 - June 30, 1993**

AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE PROFESSIONAL STAFF
AND
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

July 1, 1991 - June 30, 1993

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THIS AGREEMENT is entered into this first day of July 1991 by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" and the BERGEN COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

ARTICLES OF AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITION OF UNIT

1. The Bergen Community College Professional Staff Association, having been certified as a result of an election conducted by the Public Employment Relations Commission (Docket #RO-79-193), and through the Agreement of the parties, as the negotiating agency for all current and future regular full time employees employed on the campus or on leave in the job classifications listed in Appendix A-D is hereby recognized by the Board as the exclusive negotiating agent for all employees in said negotiating unit.
2. The College shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit, subject to the Association right to submit any recommendations concerning the placement of such classification. In the event the parties fail to agree, the dispute shall be jointly submitted to PERC for a unit clarification in accordance with its rules and regulations.
3. 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.

II. 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 a part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated and ratified by the Board and Association shall be reduced to writing and executed by both parties and shall become part of this Agreement.
2. The dates of this contract are from July 1, 1991 until June 30, 1993.
3. This Agreement supersedes all previous understandings and agreements between the Association and the Board.

4. If any provision of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.

5. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Professional Staff employees, current and future.

6. Whenever the male pronoun is used it is understood to include the female pronoun, unless inappropriate.

7. 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.

III. NEGOTIATIONS

1. The parties shall enter into negotiations no later than October 15th of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.

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 hours, wages, and other conditions of employment within the rules as set forth in Chapter 123, P.L. of N.J. 1974. The Association as well as the Board has the right to make proposals to be considered for inclusion in a successor Agreement.

2. 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.

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.

IV. 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 statutes.

V. 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 own volition, have the right to join and support the Professional Staff Association and its affiliates for the purpose of negotiating hours, wages, and other conditions of employment. Further, he may take part or not take part in any Association activity for his and the Association's mutual aid without fear of recrimination. It is further agreed that no employee will be discriminated against by reason of his membership or lack of membership in the Association, its affiliates and his activities therein.
3. Duly authorized members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours; such permission shall not be arbitrarily withheld.
4. 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.
5. With the prior approval of the President or his designee, the Association's 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.
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. A bulletin board in the location designated by the President of the College for official Association purposes shall be provided in the mega-structure and in Building B.
8. Representatives of the New Jersey Education Association and the National Education Association shall, upon notice to and with the approval of the President or his designee, be admitted to the College during working hours to assist the Association, provided that it shall not interfere with or interrupt normal College operations. Such permission shall not be arbitrarily withheld.

9. 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.

VI. MEETINGS BETWEEN ADMINISTRATION AND ASSOCIATION

1. During the period of the Agreement, meetings shall be held upon the request of either party between the Vice President for Personnel Relations and Facilities, or his designee, and a committee consisting of no more than two (2) members of the bargaining unit. Such meetings will take place at a time mutually convenient to all parties and Association members' supervisors without loss of pay during normal working hours.

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. 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. It is understood and mutually agreed that operating needs of a Division/Department shall govern the scheduling of shifts. Present work schedules shall remain in effect as far as practical with full understanding that the operational needs of any given Division/Department must be met in considering any proposed changes. The Administration has the right to set hours within the limits as defined above and determine shifts as operational needs dictate for each classification of employee.

2. Employees shall use professional judgement in determining the lunch and work breaks giving full consideration to the operational needs of the Division/Department.

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).

b. Forty (40) hour employees work a thirty-five (35) hour week, (i.e. five (5) seven (7) hour days).

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.

2. Summer hours shall start on the third Monday of June or the Monday following completion of registration for the summer session, whichever is earlier. They shall end 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 employees; this will require some staggering of starting times and/or work weeks. Preferences of individual employees will be considered to the extent practical.

IX. OVERTIME

1. Work in excess of seven (7) hours a day, (thirty-five (35) hour employees,) and eight (8) hours a day, (forty (40) hour employees,) shall be paid at one and one-half (1 1/2) times the regular hourly rate of the employee up to a maximum rate of Thirty-two (\$32.00) dollars per hour effective July 1, 1991. The maximum overtime hourly rate shall be increased to Thirty-four (\$34.00) dollars effective July 1, 1992. Work must be in excess of one-half (1/2) hour of continuous work to be counted as overtime and shall be recorded and paid to the nearest quarter (1/4) hour. Overtime shall be scheduled and worked as required by the Division/Department's and authorized in advance by the Division/Department Head.

X. COMPENSATORY TIME

1. Extra work authorized for, and performed by regular full time employees may be compensated by allowing equivalent compensatory time at the proper overtime rate. Compensatory time is granted only at the discretion of the Division/Department Head in consultation with the Vice President for Employee Relations and Facilities, or his designee, at the time extra work is authorized. The maximum amount of compensatory time permitted is limited to twenty-one (21) hours for thirty-five (35) hour a week employees and twenty-four (24) hours for forty (40) hour a week employees on a revolving bank arrangement. Requests for the use of compensatory time that has accrued must be in writing and approved by the Division/ Department Head and the Vice President for Employee Relations and Facilities or his designee. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time. Permission to earn and/or use compensatory time shall not be arbitrarily withheld.

XI. CALL IN TIME

1. Should any employee who has left the premises be called into work, he is guaranteed a minimum of (3) hours of work if he is a thirty-five (35) hour a week employee and a minimum of three and a half (3 1/2) hours of work if he is a forty (40) hour a week employee. The hours of call in time shall be calculated at one and one-half (1 1/2) times the regular hourly rate up to a maximum as stated in Article IX., Overtime. 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 up to a maximum as stated in Article IX., Overtime, for time actually worked prior to the start of their shift.

XII. PLACEMENT ON SALARY SCHEDULE

1. Salary ranges by group for the period of this Agreement (July 1, 1991 - December 31, 1991) shall be adjusted by five (5%) percent and listed in Appendix "A". Salary range by group for the period of this Agreement (January 1, 1992 - June 30, 1992) shall be adjusted by One Thousand fifteen dollars (\$1,015.00) in Appendix "B". Salary range by group for the period of this Agreement (July 1, 1992 - December 31, 1992) shall be adjusted by five (5%) percent and listed in Appendix "C". Salary range by group for the period of this Agreement (January 1, 1993 - June 30, 1993) shall be increased by Three hundred sixty-five dollars (\$365.00) in Appendix "D".

Effective July 1, 1991, all Professional Staff employees with a full year of active employment since the prior July 1st shall receive a five (5%) percent salary adjustment to their June 30, 1991 base salary.

Effective January 1, 1992, all Professional Staff employees with a full year of active employment since the prior July 1st shall receive a One Thousand fifteen dollar (\$1,015.00) salary adjustment to their December 31, 1991 base salary.

Effective July 1, 1992, all Professional Staff employees with a full year of active employment since the prior July 1st shall receive a five percent (5%) salary adjustment to their June 30, 1992 base salary.

Effective January 1, 1993, all Professional Staff employees with a full year of active employment since the prior July 1st shall receive a Three Hundred sixty-five dollar (\$365.00) salary adjustment to their December 31, 1992 base salary.

2. 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.

3. 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 five (5) weeks in the higher level position, be compensated at the higher rate until the position is permanently filled. 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.

4. 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.

5. Employees who have completed ten (10) years of continuous service shall receive a one-time payment of \$400.00 in the month following the month in which they complete the ten (10) years. Employees with continuous service dating from June 30, 1970 or earlier shall continue to have a \$100.00 increment added to their annual base salary.

6. Exempt employees of the Professional Staff who have completed ten (10) years of service as exempt employees shall upon reappointment be offered a two (2) year contract.

XIII. SHIFT DIFFERENTIAL

1. Full time employees permanently assigned to working outside of the regular day schedule will receive a shift differential of \$850.00 per annum.

XIV. VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS

1. Notice of all vacancies shall be posted by the Vice President for Employee Relations and Facilities, or his designee, on the Personnel bulletin board and the Professional Staff 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 Vice President for Employee Relations and Facilities, or his designee, within the aforementioned five (5) work days. The notice shall include salary range, title, division/department, summary of job description, hours and shall be posted on designated bulletin boards.

3. All applicants shall be considered and those who meet the qualifications for the posted position will be interviewed. All applicants will be given a reply to their application when the position is filled. No position shall be filled until all properly submitted applications have been considered. The successful applicant may not reply to another posting until having served at least one (1) year in the new position.

4. The Vice President for Employee Relations and Facilities or his designee and the Division/Department Head 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 Vice President for Employee Relations and Facilities, or his designee, the applicant with the greater seniority shall be awarded the job. When qualifications are equal, seniority shall prevail in matters of shift change, layoff, and recall.

5. If Division/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration if qualified.

XV. PROMOTIONAL INCREASE

1. Upon promotion an employee shall receive a minimal promotional increase of six and three-quarters percent (6 3/4%) (but in no case less than \$925.00) of base salary. The new salary may not exceed the maximum of the new position. When an employee moves to a position with a salary maximum of at least five hundred dollars (\$500.00) in excess of the salary maximum of his former position, it shall be considered a promotion.

XVI. TERMINATION OF EMPLOYMENT

1. An employee who is resigning from his position shall give a two week written notice to his immediate Division/Department Head and the Vice President for Employee Relations and Facilities, or his designee. Failure to give the required notice in writing shall cause the employee to have deducted from his accrued vacation time one day of earned pay for each day the notice of termination is late.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year upon proper notification of termination, providing the employee has worked a minimum of six (6) months.

3. Violation of College rules and regulations or poor performance may result in disciplinary action. Except in extreme cases, 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 employees, will be as follows:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay (maximum two (2) weeks.)
- d. Discharge

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

4. No Professional Staff employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the article of the Agreement entitled "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.

XVII. SNOW CLOSINGS

1. When it is necessary to close the college because of heavy snow, this decision will be announced on the appropriate designated radio stations. To the extent practical, employees at home will also be notified by phone "snow chain."
2. Employees required to work during the period of snow closing will be paid one and one-half (1½) times their regular hourly rate.
3. The President or his designee will establish the start time and end time of the snow closing.

XVIII. SEVERANCE ALLOWANCE

1. Should it be necessary for the college to terminate or lay off any employee on the Professional Staff because of financial exigency or bona fide discontinuance of a program or Division/Department of instruction, the employee concerned shall be given notice as soon as possible. The terminated employee shall receive one (1) week's pay for each year of service to a maximum of fifteen (15) weeks. Before terminating an employee because of discontinuance of a program or Division/Department of instruction, the College will make every effort to place the employee in another suitable position.

Reduction in force shall be made in inverse order of their seniority (least senior member first) provided that employees with greater seniority are capable of performing the available work as scheduled.

XIX. BENEFITS

1. The Board agrees to provide each member at the Board's own cost and expense with full family coverage under the New Jersey Health Benefits Plan. It is understood that the Board of Trustees will explore alternatives for a Health benefit plan comparable to the New Jersey State Health Benefits Plan. The Bergen Community College Professional Staff Association shall have the right of determining that the plan provides equal or better coverage. The Association shall rely on certification by the NJEA Research Division to determine that the proposed plan provides comparable benefits to the existing plan. If it is deemed by the Association that it is not comparable, the NJEA shall provide a written report to justify their decision. The Board

will continue to provide for employees the existing Delta Dental Plan of New Jersey, Inc. with its present coverage. Premium cost for the Board shall not exceed for employee only coverage the following amount: for 1991-1993 - \$259.00 per annum; for employee and single dependent coverage the premium cost to the Board shall not exceed for 1991-1993 - \$539.00 per annum. A dependent is an employee's spouse, if married, or the oldest eligible dependent child of a single parent.

The Board agrees to provide a family optical program (Vision Service Modified Plan A) which provides eye examination, lenses and frames once each 24 month period provided service is performed by a Vision Service Plan member doctor. Otherwise, the plan will provide partial reimbursement.

2. An employee shall not forfeit any sick leave or personal 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 reimbursement by the employee, following the Worker's Compensation awards, to the amount of such award; 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 occurs first.

3. Full time employees who have a minimum of six (6) months 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 be enrolled for credit at Bergen Community College courses for credit without payment of tuition fee and 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.

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.

4. 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.

5. The College agrees to pay up to the rate charged per graduate credit at Rutgers University (for a maximum of twelve (12) credits per year) for graduate or self-improvement studies related to and within the scope of the employee's classification at the College, provided his/her course of study has been submitted to the President of the College or his designee for review and approval.

XX. MEAL ALLOWANCE

1. A Professional Staff Employee who works more than three (3) continuous hours prior to or following his regularly assigned shift shall have the option to be paid a meal allowance of four dollars (\$4.00) or receive a cafeteria meal chit if the cafeteria is open and if such meal chit is provided. An employee who receives the cash allowance must "clock out" for his meal break; an employee who receives the meal chit will not clock out but will be limited to one-half ($\frac{1}{2}$) hour for his meal break.

XXI. HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.

2. Eight 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. Good Friday
8. Memorial Day

3. The remaining six (6) non-designated 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 Day will be assigned as non-designated 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 the four (4) working days during the Easter break will be designated as "Split Holidays" with approximately one 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 employees' choice.

- c. The remaining two (2) holidays will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting these two days, preferences expressed by the Association will be considered.
4. Additional holidays beyond the eight (8) designated holidays and six (6) non-designated holidays may be had when indicated in the academic calendar as additional non-designated holidays. Scheduling of holidays must be with due consideration for the operating needs of the various Divisions/Departments of the College.
5. When an employee is required to work on a holiday other than one of the eight (8) listed in "2" above, he will be compensated by allowing equivalent compensatory time at the proper overtime rate or at one and one-half (1½) times their regular hourly rate up to a maximum rate as stated in Article IX., Overtime.

XXII. VACATIONS

1. Vacation entitlement for a calendar year shall be determined by the length of the employee's active employment as of July 1st of that year.
2. Employees with less than a full year of active employment as of July 1st shall receive one (1) vacation day for each full month of active employment prior to that date; employment on or before the 15th of the month shall be considered a full month.
3. Employees with one or more full years of active employment as of July 1st shall receive the following vacation:
- | | |
|-----------|---------|
| 1 year - | 13 days |
| 2 years- | 14 days |
| 3 years- | 15 days |
| 4 years- | 16 days |
| 5 years- | 18 days |
| 6 years- | 19 days |
| 7 years- | 20 days |
| 8 years- | 21 days |
| 9 years- | 22 days |
| 10 years- | 23 days |
4. Employees on the payroll as of July 1, 1978 in the classifications of Head College Nurse or College Nurse shall have twenty-three (23) working days of vacation each year.
5. An employee who leaves before completing six (6) months of active employment shall receive no vacation credit. An employee who resigns before the end of a given month shall receive no credit for that month. An employee who takes a Leave of Absence (Medical, Maternity, or "other") shall have his vacation entitlement pro-rated to reflect his months of active employment between July 1st of the preceding calendar year and June 30th of the current calendar year.

6. Vacations shall be scheduled with due consideration for the operating needs of the Division/Department; however, individual requests will be considered to the extent practical. If it should be necessary to choose between employees in arranging the Division/Department schedule, seniority shall rule.

XXIII. SAFETY AND HEALTH

1. The Board and the Professional Staff Association recognize the importance of safety provisions for the welfare of the Professional Staff 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 and the Professional Staff Association shall cooperate in maintaining the College's rules regarding health and safety which shall include the observation of safe working procedures throughout the College, and exercising 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.

Employees shall immediately report all injuries, no matter how slight, suffered by them in connection with their employment to the Medical Office. If the Medical Office is closed, the injuries should be reported to the Public Safety Department.

XXIV. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the pay of all employees covered by this Agreement who authorize such deductions from their salary in writing, such Association dues and fees as may be uniformly assessed by the Association. Revocation of this authorization must likewise be in writing and must be received by September 1st to be effective in the current fiscal year. The Association shall notify the College in writing of any change in dues and/or fees; such notices must be received by September 1st to be effective in the current fiscal year.

Remittance of such funds shall be made to the Treasurer of the Association for any month, together with a list of the names of members from whose salary such deductions have been made, not later than the 15th of the following month, whenever possible.

XXV. SERVICE OF NOTICE

1. 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.

XXVI. PERSONNEL FILE

1. The official personnel file on each employee shall be maintained in the office of the Vice President for Employee Relations and Facilities. Any employee may make a request, in writing, to see his personnel file. However, before the file is made available to the employee, all outside references not generated by the College will be removed from the file. An Association representative may accompany the employee at the time the file is examined. The file should not be removed from the Personnel Department by the employee.

2. Except for: a) References, b) Confidential material relating to the discipline 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 personnel file as evidence of his having seen the same. This initialing 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. The employee shall receive a copy of the document.

3. If an employee feels certain material within the personnel file should be deleted, he may ask for a review of his file. If the Vice President for Employee Relations and Facilities or his designee is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed immediately in the presence of the employee.

4. 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. The employee shall receive a copy of the document.

5. Professional Staff employees shall be entitled to obtain copies of any relevant documents in all files except as limited in items 2a and 2b above following the initiation of a grievance.

XXVII. LEAVES OF ABSENCE

1. SICK DAYS

During the first contract year (full or partial) of employment, each employee shall be allowed one (1) sick day per month for each month of active employment during said year. Any employee on the job on or before the 15th of the month, shall be allowed one (1) sick day for said month. At the beginning of each contract year (July 1 through June 30) after the completion of the aforesaid first contract year (full or partial), each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year

(i.e., employee on leave) the sick day allowance shall be prorated in accordance with the number of months of active employment. All sick leave shall be calculated on a bank arrangement, i.e., an employee starts work on August 12, said employee shall have eleven (11) sick days during the period through June 30. Should this employee become ill for six (6) days in September, since said employee would have earned only two (2) sick days, the employee would owe the bank four (4) sick days. 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 College has the right to require an employee to provide a doctor's certificate if absent for more than three (3) consecutive working days or for recurring absences. The College shall advise each employee, in writing, as to the amount of accumulated sick leave time on or before June 30th of each year.

An employee shall be allowed a maximum of two (2) days which shall not be charged against sick leave provided the employee meets part (minimum of three (3) hours) of his obligation on said days.

Upon termination, except for cause, after an employee's fifty-fifth (55th) birthday and five (5) years of employment or after fifteen (15) years of active employment, the employee shall be paid for one-half (½) of his unused accumulated sick days at a daily rate based upon the employee's salary at the time of termination up to a maximum payment of \$13,000.00 effective July 1, 1991 and \$13,500.00 effective July 1, 1992. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiary(s) shall be paid one-half (½) of his unused sick days calculated as above.

2. BEREAVEMENT DAYS

An employee shall be entitled to four (4) working days for a death in the immediate family. Immediate family is defined as father, mother, sister, brother, child, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

An employee shall be entitled to one (1) working day for a death in other family. Other family is defined as aunts, uncles, first cousins, and nieces/nephews of the employee and spouse, plus grandparents of the spouse.

3. JURY DUTY DAYS

When an employee receives a notice 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. 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.

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-week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two 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.

5. MEDICAL LEAVE

An employee in the Professional Staff may be granted a leave of absence without pay for medical reasons. Said 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 in support of this request. Said employee may be required to take 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 continue to pay all health benefits within the limits prescribed by law and in compliance with the rules of the State of New Jersey, Division of Pensions. The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work; he may be required to take a physical examination with a physician of the College's choosing to substantiate his fitness, in which case the College will pay for the physician's services. 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.

6. MATERNITY LEAVE

After two (2) years of continuous employment with the College, a female employee shall be entitled to maternity or 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. An employee having less than two (2) years of continuous employment shall be entitled to a maternity leave without pay of up to three (3) months. The employee may not be gainfully employed during this period.

Retirement benefits and medical benefits shall be granted during the period of maternity/adoption leave in conformity with the laws and rules and regulations established by the appropriate State Departments.

An employee returning from a maternity/adoption leave shall be required to give one month's written notice of a desire to return to work. Upon return, said employee shall be placed in a position and at a salary as close as practical to her position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority. Employees may elect to use sick leave in any combination with maternity/adoption leave.

7. PERSONAL LEAVE

Special leave for personal needs of not more than two (2) working days a year may be granted with pay by the President or his designee.

Personal leave may be granted to a maximum of three (3) days without pay to not more than two (2) Association members to attend conferences of affiliates of the Professional Staff Association. Request for permission for such leave must be made in writing to the Vice President for Employee Relations and Facilities, through the member's Division/Department Head at least five (5) days in advance of such requested leave.

8. OTHER LEAVES OF ABSENCE

Upon written request to the employee's Division/Department Head and the Vice President for Employee Relations and Facilities, 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. Should an employee fail to return promptly after said leave of absence has expired, said employee may be considered to have resigned from the position at the College. Such resignation is not considered to be in good standing.

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.

XXVIII. 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 an arbitrary or discriminatory action 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 Vice President for Employee Relations and Facilities, a written grievance on the proper form. Within ten (10) working days after receiving the written grievance the Vice President for Employee Relations and Facilities 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 fifteen (15) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or his designee, shall conduct a hearing on the grievance appeal. The President shall render his report and decision on the grievance appeal within twenty (20) working days from his receipt of the grievance. Copies of the President's decision shall be given to the grievant and the Association.

- d. **Step Four** - If the grievant is not satisfied with the disposition of the grievance by the President or his designee, he may transmit the grievance to the Board of Trustees of Bergen Community College by filing a copy of the grievance within seven (7) work days of receipt of the decision, through normal channels, with the secretary of the Board of Trustees. The Board of Trustees shall, within thirty (30) calendar days of the receipt of the grievance by the secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board of Trustees may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

The Board of Trustees shall make a determination of the grievance in writing within seven (7) days of the last hearing or last submission of materials, indicating its disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant and the President. The disposition of the grievance by the Board of Trustees shall be final.

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 a 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.

- e. If 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 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this 4th day of December, 1991.

BERGEN COMMUNITY COLLEGE

Catherine Picinich
Witness

BY: [Signature]
Chairman, Board of Trustees

BERGEN COMMUNITY COLLEGE
PROFESSIONAL STAFF ASSOCIATION

[Signature]
Witness

BY: [Signature]
President, Bergen Community
College, Professional Staff
Association

PROFESSIONAL STAFF SALARY GUIDE

APPENDIX

CLASSIFICATIONS

	"A"		"B"		"C"		"D"	
	Min	Max	Min	Max	Min	Max	Min	Max
Group I.	7/1/91	12/30/91	1/1/92	6/30/92	7/1/92	12/30/92	1/1/93	6/30/93
	\$20,585	\$32,672	\$21,600	\$33,687	\$22,680	\$35,371	\$23,045	\$35,736
Career Development Program Supvr.								
Child Care Center Supervisor								
Data Entry Supervisor								
Office Services Supervisor								
Group II.	22,923	37,293	23,938	38,308	25,135	40,223	25,500	40,588
College Nurse								
Continuing Ed. Program Supvr.								
Financial Aid Comp. Specialist								
Junior Accountant								
Library Computer Specialist								
Placement Specialist								
Program Systems Supervisor								
Scheduling & Facilities Planner								
Group III.	25,090	39,609	26,105	40,624	27,410	42,655	27,775	43,020
Bursar								
Computer Operations Supervisor								
Head College Nurse								
Mail/Stock Services Supervisor								
Office Supervisor								
Printing & Duplicating Supvr.								
Public Information Assistant								
Senior Career Dev. Prog. Supvr.								
Senior Data Entry Supervisor								
Senior Scheduling & Facilities Supervisor								
Supervisor Video Operations								
Technical Coordinator*								

*40 Hour Position

PROFESSIONAL STAFF SALARY GUIDE

	"A"		"B"		"C"		"D"					
	Min	Max	Min	Max	Min	Max	Min	Max				
Group IV.	7/1/91-12/30/91	\$27,570	\$44,574	1/1/92-6/30/92	\$28,585	\$45,589	7/1/92-12/30/92	\$30,014	\$47,868	1/1/93-6/30/93	\$30,379	\$48,233
Computer Operations Manager												
Cooperative Education Coordinator												
Custodial Supervisor*												
E.O.F. Program Coordinator												
HVAC Supervisor												
Printing Services Supervisor												
Purchasing Agent												
Senior Programmer												
Supervisor Graphic Services												
Supervisor Video Operations												
*40 hour position												
Group V.		\$29,933	\$46,953	\$30,948	\$47,968	\$32,496	\$50,366	\$32,861	\$50,731			
Assistant Director Physical Plant												
Grounds Supervisor*												
Group VI.		\$32,270	\$50,524	\$33,285	\$51,539	\$34,949	\$54,116	\$35,314	\$54,481			
Accountant												
Assistant Director Public Safety												
Program Analyst												
Research Associate												
*40 Hour Position												

PROFESSIONAL STAFF SALARY GUIDE

	"A"		"B"		"C"		"D"	
	Min	Max	Min	Max	Min	Max	Min	Max
	7/1/91-12/30/91	1/1/92-6/30/92	7/1/92-12/30/92	1/1/93-6/30/93	7/1/92-12/30/92	1/1/93-6/30/93	7/1/92-12/30/92	1/1/93-6/30/93
Group VII.	\$34,699	\$53,303	\$35,714	\$54,318	\$37,500	\$57,034	\$37,865	\$57,399
Chief Accountant								
Senior Programmer Analyst								
Systems Programmer								
Assistant to Owners Rep.								
Senior Research Associate								
Group VIII.	\$36,944	\$59,765	\$37,959	\$60,780	\$39,857	\$63,819	\$40,222	\$64,184
Application Systems Manager								
Assistant Controller								
Environmental Engineer								
Industrial Hygienist								
Plant Maintenance Manager								
Programming Manager								
Project Engineer								
Senior Systems Programmer								
Technical Systems Manager								
Telecommunication Coordinator								
10 Month Position								
Head Teacher	\$16,037	\$22,762	\$17,052	\$23,777	\$17,905	\$24,966	\$18,270	\$25,331
Group Teacher	\$12,510	\$17,747	\$13,525	\$18,762	\$14,201	\$19,700	\$14,566	\$20,065