

*Contract to 8/20*



**AGREEMENT BETWEEN  
Bergen Community College Adult Learning Center Faculty  
and  
Bergen Community College Board of Trustees**

**July 1, 1991 - June 30, 1993**



AGREEMENT BETWEEN  
BERGEN COMMUNITY COLLEGE ADULT LEARNING CENTER FACULTY  
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 ADULT LEARNING CENTER FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

#### ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

##### I. BARGAINING UNIT

1. The Board hereby recognizes the Bergen Community College Adult Learning Center Faculty Association as the exclusive negotiating, bargaining, and contractual representative for all regular full-time faculty and secretarial staff employed by the Adult Learning Center, all of which collectively are designated as the Bargaining Unit. The term faculty, when used hereafter in this Agreement, shall mean those non-supervisory employees providing direct instructional, testing, and/or counseling service to the students and/or clients of the Center. The term Association, when used hereafter in this Agreement shall be the designation of the aforementioned group.
2. The Dean of Continuing Education shall have the right to determine whether any classification established subsequent to the effective date of this agreement is 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 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 Dean of Continuing Education agrees that he shall not, during the period of this Agreement, effect 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. Any such mutually accepted amendments thus negotiated by the parties 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. 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.
4. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all members of the bargaining unit.
5. Whenever the male pronoun is used it is understood to include the female pronoun.
6. This Agreement and all benefits including salaries implied by it are subject to the continued availability of project funds regardless of the source of those funds. The College reserves the right to discontinue its sponsorship of any or all projects at any time.

### 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 salaries, 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 scheduled to participate during working hours in negotiations, or grievance proceedings, under this agreement, 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. Compensation for conferences or meetings which are related to Association matters will be decided on a case by case basis.
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 in behalf of the public and itself all the operations and activities of the Adult Learning Center 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. Duly authorized members of the Association shall be permitted to transact official Association business on Adult Learning Center facilities when they have no instructional or office hours or other assigned responsibilities scheduled and when such transactions in no way interfere with Adult Learning Center business or with the instructional or office hours or other assigned responsibilities of any other member of the Adult Learning Center faculty or staff.
3. The Association shall supply, at its own cost, all materials, stationery, and other supplies required for use in carrying on the administrative, financial, or operational functions of the Association. Adult Learning Center equipment, when not required for Adult Learning Center purposes, shall be available for use at the Center by the Association.
4. With the approval of the Dean of Continuing Education, or his designee, which shall not be arbitrarily withheld, the Association's duly authorized representatives or members employed by the Center may be permitted use of Adult Learning Center facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the Adult Learning Center.
5. The Association may be permitted to use the internal mail and telephone systems. 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.
6. The Association shall be provided with a desk and file cabinet.
7. A bulletin board, in a location designated by the Dean of Continuing Education, for official Association purposes, shall be provided in the Adult Learning Center.
8. Employees are required to adhere to all rules and regulations necessary for the proper administration and conduct of the Adult Learning Center.

9. No employee will be discriminated against by reason of his membership in the Association, its affiliates, and his activities therein.
10. An employee shall be provided with a current job description upon request.
11. All open promotional positions at the Adult Learning Center shall be posted promptly in the faculty lounge for at least five (5) working days and shall remain posted until the final application date. Employees may apply in writing for such positions during this period stating their qualifications. Every attempt will be made to provide the Adult Learning Center with employment advertisements for open positions at Bergen Community College.
12. A copy of final grant contracts shall be given to officers of the Association for their inspection within five (5) working days of the Grant approval.
13. The Board and the Association recognize the importance of safety provisions for the welfare of the Association and for the protection of Adult Learning Center 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 to the extent practical. No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the Adult Learning Center or any local, state, or federal health and safety laws.

#### VI. ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

This committee will consist of two members of the Administration and two members of the Association, including the Dean of Continuing Education or his designee; and the Association President. They shall meet the first week of each quarter, at a time mutually convenient to them to review items relating to contract provisions and personnel matters for the purpose of maintaining open communications and minimizing problems.

#### VII. HOURS OF WORK

Normal hours for employees shall be seven (7) hours each day five (5) days per week, exclusive of lunch periods, to a total of thirty-five (35) hours per week. The work week for full time Adult Learning Center faculty shall be Monday through Friday. It is understood and mutually agreed that operating needs of the Adult Learning Center shall govern the scheduling of shifts and hours. Every effort will be made to reduce split schedules. If an employee has two (2) split schedules per week it is understood that the employee will not be required to work nights the remaining three (3)

days of the week. Any permanent change in working hour will not be made without written notification to the individual employee involved. A permanent change in schedule is defined as a period of time not less than six (6) months or as governed by conditions of the grant. Notification will be submitted to the employee ten (10) working days in advance of the proposed schedule change.

A temporary change in schedule is defined as a period of time of not more than five (5) weeks.

Each employee will be allowed one (1) thirty (30) minute period for non-teaching duties and two (2) scheduled fifteen (15) minute breaks per day which shall not be scheduled in seriatim, operational need permitting. One hour of classroom preparation time will be provided on Fridays.

An instructional hour will be fifty-five (55) minutes.

#### VIII. FRINGE 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 State 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 Adult Learning Center 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 employees and single dependent coverage the premium cost to the Board shall not exceed for 1991-1993 - \$539.00 per annum.

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. Employees of the Adult Learning Center will be permitted to take up to six (6) credits per semester, tuition free, at Bergen Community College, with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available. Spouses of employees of the Adult Learning Center will be permitted to take up to nine (9) credits per semester, tuition free, at Bergen Community College, with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.



3. Full time employees who have a minimum of two (2) years of active full-time employment with the Adult Learning Center, as of July 1st, 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, provided such dependent children shall be subject to all rules and regulations, including admission requirements as regular students of the College.
4. The Adult Learning Center agrees to reimburse employees up to One Hundred Dollars (\$110.00) per credit for a maximum of six (6) credits per year for graduate or self-improvement studies approved by the Dean of Continuing Education or his designee.

A maximum of nine (9) credits per year will be provided for employees in the process of obtaining New Jersey Teachers' Certification.

5. The College shall, upon request by a new employee at the time of employment, withhold monthly payments which approximate the monthly employee pension contribution. These monies shall be placed in an interest bearing account to be withdrawn by the employee when he so chooses.

The monies may be used to offset a retroactive lump sum pension payment. It is understood that this deduction will continue until such time as the employee terminates this service in accordance with the rules and regulations of the savings institution.

6. The Adult Learning Center Administration will work with the Adult Learning Center Association in an endeavor to secure favorable day time parking rates at local parking establishments.
7. The College shall provide a cot for staff emergency.

#### IX. HOLIDAYS

The Adult Learning Center shall be closed on the following holidays:

Independence Day  
Labor Day  
Rosh Hashanah  
Yom Kippur  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

In addition, work days between Christmas and New Years will be designated as holidays.

#### INCLEMENT WEATHER

Should it be necessary to close the Adult Learning Center because of a storm, the announcement for closing of Bergen Community College shall apply.

#### X. VACATIONS

1. Vacation time is computed during the agreement year of the project as follows:

<u>Months of Consecutive Active Employment</u>	<u>Vacation Entitlement per Month</u>
One through 12 months	3/4 day per month
13th through 24 months	1 day per month
25th through 36 months	1 1/4 days per month
37th through 48 months	1 1/2 days per month
49th and subsequent months	1 3/4 days per month

2. Employees will submit their vacation request in writing to the Adult Learning Center Director four (4) weeks in advance except when requesting vacation at the end of a fiscal year (last two (2) months) when a request must be made twelve (12) weeks in advance. Upon mutual agreement or under extenuating circumstances a shorter notice may be considered. Copies will be forwarded to the Dean of Continuing Education for his recommendation prior to approval of any scheduling. Employees will be notified in writing of approval or disapproval of the request within three (3) weeks of its receipt by the Director.

Employees will submit their summer vacation request (May & June) in writing to the Project Director by March 1.

3. Vacations are to be scheduled with due consideration for the operating needs of individual projects and the Adult Learning Center; however, individual requests will be considered to the extent practical. If it should be necessary to choose between employees in arranging the schedule, seniority shall rule.
4. Employees may request to take the number of days that they would be entitled to at the conclusion of the project. However, if the employee's service is terminated for any reason prior to the end of the project year, the number of unearned days taken will be deducted from the final pay check. A new employee who leaves before completing three (3) months of actual employment shall receive no vacation credit.
5. Normally, employees are expected to schedule their vacations during the funding period of the project they are assigned to. However, with the approval of the Director they may carry up to five (5) days of vacation into the next period.

6. An employee who leaves the employ of the Adult Learning Center for any reason shall be reimbursed for any earned unused vacation time at the current per diem rate as long as proper notice (see Item 4a TERMINATION OF APPOINTMENT, By Resignation of Article XIV. APPOINTMENT, REAPPOINTMENT, TERMINATION AND DISMISSAL) is given.

#### XI. EVALUATIONS

1. New employees shall be evaluated at the end of their ninety (90) day probationary period. Thereafter, employees shall be evaluated once a year, approximately on the anniversary of their last previous evaluation.
2. Such evaluations shall be conducted by immediate supervisors who are knowledgeable of the operation and intent of the Adult Learning Center and the employee's performance.
3. Evaluations shall follow a standard procedure and grading system for all employees and shall be as specific as possible. The employee shall receive a copy of his evaluation one (1) working day prior to his evaluation meeting; if he wishes to make written response to any items in the evaluation, he is to do so within five (5) working days.
4. Any unsatisfactory ratings on an employee's evaluation will be accompanied by a reasonable set of recommendations detailing the corrective course of action to be taken. A memorandum will be made part of an employee's evaluation when he has implemented the recommended plan of action and corrected the problem.

#### XII. LEAVES OF ABSENCE

##### 1. SICK DAYS

Employees are allowed one (1) sick day for each full month of active employment. Sick days can be accrued to a maximum of twenty-four (24) days for the July 1, 1991-June 30, 1992 contract year and a maximum of twenty-five (25) days for the July 1, 1992-June 30, 1993 contract year. Sick day accrual includes sick days carried over plus current year sick day allowance. Sick days cannot be taken as vacation days. Sick days may be applied to maternity leaves. Employees who are absent from work for more than three (3) consecutive working days are required to submit a written explanation to the Project Director. The Project Director may request a statement from a medical doctor at such time as he feels such information is necessary. A new employee has to be working in excess of one-half (1/2) of the first month before he accumulates a sick day. Sick days will be taken in one-half (1/2) day or full one (1) day blocks of time.

## 2. BEREAVEMENT

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.

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, nieces/nephews of the employee and spouse, plus grandparents of the spouse.

## 3. JURY DUTY DAYS

When an employee receives a subpoena for jury duty, he must present the notice to the Director, Adult Learning Center, 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 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 Dean of Continuing Education.

## 4. MATERNITY LEAVE

After one (1) year of continuous active employment with the Center, an employee shall be entitled to maternity or adoption leave of up to six (6) months, 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 Dean of Continuing Education for an additional period not to exceed six (6) months. The employee may not be gainfully employed during this period except for part time work which may be offered at or through the Adult Learning Center.

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 notice of a desire to return to work. Upon return, said employee will 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." Employees may elect to use sick leave in any combination with maternity/adoption leave.

5. MILITARY LEAVE

A military leave, without pay, shall be granted to any member who shall be inducted in any branch of the Armed Forces of the United States. All re-employment rights, provided by existing or enacted legislation, shall accrue to such employees.

Leave not to exceed fifteen (15) days per year shall be granted a member to fulfill Reserve or National Guard commitments. A member shall receive full salary, less any monies received on a per diem basis, for time normally at the Center, while meeting this obligation with the Armed Forces. Members shall make every effort to fulfill Reserve or National Guard commitments during times that do not conflict with the calendar of the Adult Learning Center.

6. PERSONAL LEAVE

Special leave for personal emergencies of not more than three (3) working days a year may be granted, with pay, by the Dean of Continuing Education or his designee. It is understood that such special leave for personal emergencies will be requested and taken in one-half (1/2) day or full one (1) day blocks of time.

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 Adult Learning Center Faculty Association. Permission for such a leave must be made in writing to the Dean of Continuing Education through the member's Adult Learning Center Project Director, at least five (5) days in advance of such requested leave.

7. MEDICAL LEAVE

An employee in the Adult Learning Center with four (4) years of service may be granted at the sole discretion of the Board of Trustees a leave of absence without pay for medical reasons. The leave may be granted for a period up to four (4) months. The employee shall present a physician's letter indicating the need for the leave requested. The employee may not be gainfully employed during this period. During the period of the leave the College will continue to pay all State 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 physician'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.

### XIII. PERSONNEL FILES

The following shall be maintained for each member of the bargaining unit:

#### ADMINISTRATION FILE

The administration file shall be maintained in the office of the Dean of Continuing Education and shall include, but not be limited to, the following:

1. All materials requested by the Adult Learning Center or supplied by the employee in connection with the employee's original employment.
2. All materials related to the employee's academic or professional performance at the Adult Learning Center generated by, or made available to, the Adult Learning Center.
3. Materials relating to final resignation or discharge.
4. Any statements that the employee wishes to have entered, including those in response to or in elaboration of any other item in his file.

No materials (other than routine administrative items which are not prejudicial to the employee) shall be placed in the employee's administration file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party, shall be affixed to the document.

The administration file shall be the official employee file. If an employee feels certain material within the file should be deleted, he may ask for a review of his file. If the administration is in agreement with the employee, then the material shall be destroyed.

The administration file is to be confidential and shall be available only to the employee for examination at his request and to the parties concerned at grievance or dismissal hearings. However, before the file is made available, the following material will be removed:

1. References and other confidential information.
2. Placement records which contain references from outside sources.
3. Transcripts restricted by the sending institution.

4. Confidential materials relating to the discharge of a faculty member.

At the employee's option, a representative of the Association may accompany the employee when he examines his files.

#### ADULT LEARNING CENTER FILE

The Adult Learning Center File shall be maintained in the office of the Director of the Adult Learning Center and shall include, but not be limited to the following:

1. All materials related to the employee's academic or professional performance generated by, or made available to, Continuing Education.
2. Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.

The Adult Learning Center File shall be a working file for the purpose of daily administration only. The Adult Learning Center File is to be confidential and shall be available only to the employee for examination upon his written request to the Director of the Adult Learning Center or his designee. At the employee's option, a representative of the Association may accompany the employee when he examines his file.

#### XIV. APPOINTMENT, REAPPOINTMENT, TERMINATION AND DISMISSAL

##### 1. APPOINTMENT

All appointments are to a project-funded position regardless of the source of funds and shall be of a non-tenured nature for the duration of the project or for a period as set by the Dean of Continuing Education. Every initial and subsequent appointment shall be confirmed in writing and shall state to which project the faculty member is assigned as well as the duration of the project.

Appointments shall be for the purpose of implementing a grant award or a project. Faculty members shall carry out their duties in accordance with the procedures established by the college and/or the grantor for the purpose of executing the project.

Written notice of reappointment shall be submitted not later than thirty (30) days prior to reappointment unless a "Delay of Commitment" exists.

## 2. REAPPOINTMENT

Reappointment to a renewed or continuing project shall be for the duration of that project or a period as set by the Dean of Continuing Education and shall be made based upon the following:

a. The college has received a grant award <sup>OR OTHER INCOME</sup> that provides for a project funded position of the same nature for which the faculty member was initially appointed.

b. The faculty member has been given a recommendation for reappointment from his supervisor

In cases where the College receives a new project grant award, the Dean of Continuing Education shall consider the application of the present faculty members for positions resulting from the new grant. In making application for consideration of a new project-funded position, the faculty member must be able to demonstrate that he has the qualifications as required. Past employment will be considered but will not in and of itself constitute reason for making the appointment.

## 3. DELAY OF COMMITMENT

A "Delay of Commitment" shall exist at such times when a then present project is within thirty (30) days of being terminated and a continuing or renewable project agreement is under negotiation, but has not matured to the point whereby the College has received a firm commitment from the grantor regarding any major item under consideration.

In such cases, both the Association and the faculty members under consideration for reappointment will be informed of the situation. Faculty members under consideration for reappointment shall be continued under the conditions of the then terminated project on a week-to-week basis pending the outcome of the negotiations with the grantor, provided that:

a. The project has or is given sufficient funds to cover salary expenditures, and

b. The College has reasonable cause to believe that the grant award will be made and accepted by the Board of Trustees. No scheduled salary adjustments shall be made until such time as final grant agreement documents have been duly executed.



#### 4. TERMINATION OF APPOINTMENT

##### a. By Resignation

A faculty member may terminate his appointment by giving written notice to the Dean of Continuing Education at the earliest possible opportunity, but not later than thirty (30) days. Failure to give the required notice in writing shall cause the faculty member to have one day of earned pay deducted from his accrued vacation time for each day the notice of termination is late. The faculty member may properly request a waiver of this requirement of notice to the Dean of Continuing Education in cases of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity. The decision of the Dean of Continuing Education in granting or denying the request for waiver shall be final.

A secretary may terminate her employment by giving written notice to the Dean of Continuing Education at the earliest possible opportunity but not later than ten (10) working days. Failure to give the required notice in writing shall cause the secretary to have one day of earned pay deducted from her accrued vacation time for each day the notice of termination is late.

##### b. By Dismissal

A faculty member whose performance is unsatisfactory will be notified of his deficiencies, in writing, by the immediate supervisor. The Dean of Continuing Education is to be made aware of the situation, but no documentation shall be placed in the employee's personnel file. If the faculty member does not correct the deficiencies in his performance which have been brought to his attention within thirty (30) days, he shall receive a written warning from the immediate supervisor and from the Dean of Continuing Education. A copy of the warning shall be placed in the faculty member's personnel file.

Once a faculty member has been issued such a warning outlining the corrective actions he must take, he may be dismissed with two (2) week's notice or pay in lieu of notice if his performance still does not improve. A faculty member so dismissed is not entitled to any other separation benefits.

An employee being 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 three (3) weeks of its initiation. Notwithstanding the above, the dismissal of a probationary employee (first ninety (90) days) is not grievable.

c. By Discontinuance of Projects:

In the event of a potential discontinuation of a project, both the Association and the faculty members involved shall be notified within five (5) days from the date Continuing Education receives an official notice to discontinue the project. In the event that Continuing Education does not receive a Letter of Intent to Fund, or a Notice of Allocation for a renewable or continuing project within thirty (30) days of the termination date of the project, Continuing Education shall give the Association and the faculty members involved notice of discontinuation.

If during the thirty (30) remaining days of the project, Continuing Education receives reasonable cause to believe that a subsequent grant award or other project funds will be made available to the College, Continuing Education may withdraw the notice of discontinuation and may place faculty members under consideration for reappointment on a Delay of Commitment status until the situation is resolved.

In the event that the potential discontinuation becomes an actual discontinuance (or that reductions in force are necessary for any other reason) Continuing Education will so notify the Association and the Faculty. Disengagements shall be based upon seniority except that no employee shall be reassigned to a new position unless his record and past assignments demonstrate that he is qualified for such reassignment

Disengagements shall proceed as follows until the required number of disengagements has been achieved:

- i. A seniority list for the entire faculty (except those who have been denied a recommendation for reappointment) shall be prepared. Seniority is defined as being the original date of assignment to one of the Adult Learning Center Projects by the Dean of Continuing Education. In cases where two or more faculty members were engaged on the same date, their relative positions on the list will be determined by the results of the most recent

official evaluation of prior performance (i.e., the higher evaluation will determine the higher seniority). It is also agreed that persons absent from the performance of their duties for reasons other than approved sick, maternity, or military leave for a period of more than one hundred and fifty (150) days shall forfeit their seniority.

- ii. Those employees whose positions are being eliminated will be identified on the list as "candidates for disengagement." Starting with the most senior employee involved, an employee shall be disengaged unless there are employees of lesser seniority in positions for which he is qualified. In that case, he may displace the lowest seniority employee in such positions; an employee so displaced shall be added to the list of "candidates for disengagement" in proper seniority order and have the same option for transfer in his turn.
- iii. The remaining necessary disengagements will be made starting with the least senior employee provided that no employee with a unique skill will be disengaged if there is no qualified replacement for him.
- iv. Qualifications of disengaged employees will be circulated to appropriate college officials in an attempt to identify open positions for which they may be qualified.

Questions which may arise from the implementation of this procedure shall be placed before the Joint Association/Administration Committee for immediate discussion.

#### XV. SALARY

##### 1. Salary

Effective July 1, 1991 through June 30, 1992 each full time faculty member and secretary employed prior to July 1, 1991 will receive a seven percent (7%) salary adjustment.

Effective July 1, 1992 through June 30, 1993 each full time faculty member and secretary employed prior to July 1, 1992 will receive a seven percent (7%) salary adjustment.

It is understood that these adjustments are effective as each grant award or other project funds are approved by the College, retroactive to the date of the award or project funding.

2. Starting Salary for New Employees

Salary for a new full time faculty member appointed July 1, 1991 and on is \$23,095.00.

Salary for a new full time faculty member appointed July 1, 1992 and on is \$24,712.00.

Salary for a new full time secretary appointed July 1, 1991 and on is \$16,602.00 and effective July 1, 1992 is \$17,764.00.

Salary for a new full time senior secretary appointed July 1, 1991 and on is \$17,477.00 and effective July 1, 1992 is \$18,701.00.

The College will make every effort to hire new employees at a salary not more than the average salary for existing employees in the same job classification.

XVI. GRIEVANCE PROCEDURE

1. Intent

The Administration 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 Adult Learning Center. 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.

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 Dean of Continuing Education a written grievance on the proper form. Within ten (10) working days after receiving the written grievance, the Dean of Continuing Education, or his 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 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 day 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. Step Five

i. If the grievant is not satisfied with the disposition of the grievance by the Board of Trustees, he may request, in writing, that the Association submit his grievance to advisory arbitration. If the Association desires to submit the grievance to advisory arbitration, it must do so within fifteen (15) working days after receipt by the Association of the Step Four (4) decision of the Board of Trustees.

ii. The Association and the College shall jointly request a list of arbitrators from the American Arbitration Association and the matter shall proceed in accordance with the rules and regulations of the American Arbitration Association in selection of an arbitrator.

iii. The arbitrator's decision shall be in writing and set forth his finding of facts, reasoning, and recommendation on the issue 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 subsistence expense and the cost of hearing 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 recommendation, representatives of the College and the Association shall meet to review them and determine what further action is appropriate under the particular circumstances.

- f. If the Administration or its representative 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.
- g. The time limits set forth in the procedure may be extended by mutual agreement.
- h. 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.

1. 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 THIRD day of MARCH 1992.

BERGEN COMMUNITY COLLEGE

D. T. Braddish  
Witness: David T. Braddish

By: [Signature]  
Chairman, Board of Trustees

G. R. Hannah  
Witness: G. R. Hannah

[Signature]  
Witness: Walter Hecht

John Riismandel  
Witness: John Riismandel

[Signature]  
Witness:

By: [Signature]  
President, BCC ALC Faculty Assn.





