



AGREEMENT BETWEEN

Bergen Community College Adult Learning Center Faculty

and

Bergen Community College Board of Trustees

July 1, 1978 - June 30, 1981

AGREEMENT BETWEEN
BERGEN COMMUNITY COLLEGE ADULT LEARNING CENTER FACULTY
AND
BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES
July 1, 1978 - June 30, 1981

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THIS AGREEMENT is entered into this first day of July, 1978, 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 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 counselling 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 Community Services 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 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 Community Services 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, 1978, until June 30, 1981.

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 (except as otherwise provided for in Article XVI) are subject to the continued availability of project funds from grantors and acceptance of same by the College. The College reserves the right to discontinue its sponsorship of any or all projects at any time.

7. The parties shall enter into negotiations no later than October 15, 1979, for salaries, insurances and grievance procedures to be effective in the third (3rd) year of the contract, unless otherwise agreed to in writing by both parties.

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 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 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 Community Services, 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 adequate space, desk and file cabinet, provided space limitations permit as determined by the Dean of Community Services.

7. A bulletin board, in a location designated by the Dean of Community Services, for official Association purposes shall be provided in the Adult Learning Center.

8. Association members 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. Each employee shall be provided with an official copy of his current job description.

11. All open promotional positions 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.

12. A copy of final grant contracts shall be made available

to officers of the Association for their inspection.

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 Community Services, or his designee; and the Association President. They shall meet the first week of each quarter, at a time mutually convenient to them and the Association members' supervisors, to review items relating to contract provisions and personnel matters for the purpose of maintaining open communications and minimizing problems.

VII. NON-DISCRIMINATION

The Adult Learning Center and the Association agree that

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

VIII. 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. It is understood and mutually agreed that operating needs of the Adult Learning Center shall govern the scheduling of shifts and hours. Any permanent change in working hours will not be made without written notification to the individual employee involved. Notification will be submitted to the employee ten (10) working days in advance of the proposed schedule change.

Each employee will be allowed one (1) thirty (30) minute period for non-teaching duties and two (2) fifteen (15) minute coffee breaks per day; these shall be taken at such times as are mutually agreeable to the employee and the supervisor.

IX. FRINGE BENEFITS

1. The Adult Learning Center agrees to provide each employee, at its own cost and expense, with full family Blue Cross,

Blue Shield, Rider "J" and Major Medical Insurance.

2. Employees of the Adult Learning Center and their spouses 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.

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 Sixty dollars (\$60.00) per credit for a maximum of six (6) credits per year for graduate or self-improvement studies approved by the Dean of Community Services or his designee.

X. HOLIDAYS

The Adult Learning Center shall be closed on the following fourteen (14) days:

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

Further, each employee shall have two (2) "Floating" holidays at any other mutually agreed time.

This calendar provides sixteen (16) holidays to each Association member. All personnel who are assigned to a project operating under the Division of Community Services at the Adult Learning Center shall follow this calendar.

Inclement Weather

Should it be necessary to close the Adult Learning Center because of a storm, the announcement for closing of Hackensack Public Schools shall apply.

XI. VACATIONS

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

1st & 2nd year of consecutive active employment	- 1 day / month
3rd & 4th year of consecutive active employment	- 1½ days/ month

5th & subsequent year of consecutive active employment

and all employees on the active payroll as of June 30, 1978 - 1 3/4 days/month

2. Employees will submit their vacation requests in writing to the Project Director two (2) months in advance; however, under extenuating circumstances shorter notice will be considered. Copies will be forwarded to the Dean of Community Services 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.

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. No vacation time will be approved for employees who have worked less than sixty (60) days.

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 three

(3) days of vacation into the next period.

XII. 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 administrative personnel 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 at the time of 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.

XIII. 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 (20) days (i.e. days carried over plus current allowance is limited to twenty (20) days), from one grant period to another, but 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 ($\frac{1}{2}$) of the first month before he accumulates a sick day. An employee is allowed a maximum of two (2) days which shall not be charged against sick leave provided the employee meets part (minimum $1\frac{1}{2}$ hours) of his obligation on said days.

2. BEREAVEMENT

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.

One (1) working day shall be allowed for a death of other family members.

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 Community Services.

4. MATERNITY LEAVE

After one (1) year of continuous active employment with the Center a female 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 Community Services for an additional period not to exceed six (6) 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 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 Community Services 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 Adult Learning Center Faculty Association. Permission for such a leave must be made in writing to the Dean of Community Services, through the member's Adult Learning Center Project Director, at least five (5) days in advance of such requested leave.

XIV. 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 Community Services 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.

Departmental File

The Departmental 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, Community Services.

2. Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.

The Departmental File shall be a working file for the purpose of daily administration only. The Departmental File is to be confidential and shall be available only to the employee for examination at his request. At the employee's option, a representative of the Association may accompany the employee when he examines his file.

XV. APPOINTMENT, REAPPOINTMENT, TERMINATION AND DISMISSAL

1. Appointment

All appointments are to a project-funded position and shall be of a non-tenured nature for the duration of the project or for a period as set by the Dean of Community Services. 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. 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.

Appointments shall automatically terminate at the end of the appointment period unless the faculty member is given written notice of reappointment. Written notice 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 Community Services and shall be made based upon the following:

- a. The College has received a grant award 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.
- c. The faculty member states a willingness to accept the reappointment prior to the formal act. He shall not be required to submit a new job application.

In cases where the College receives a new project grant award, the Dean of Community Services shall consider the applications 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 Community Services at the earliest possible opportunity, but not later than thirty (30) days. The Faculty member may properly request a waiver of this requirement of notice to the Dean of Community Services 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 Community Services in granting or denying the request for waiver shall be final.

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 Community Services 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 Community Services. 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 Community Services receives an official notice to discontinue the project. In the event that Community Services 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, Community Services shall give the Association and the faculty members involved notice of discontinuation.

If, during the thirty (30) remaining days of the project, Community Services receives reasonable cause to believe that a subsequent grant award will be made to the College, Community Services 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 discontinuation (or that reductions in force are necessary for any other reason) Community Services 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 Community Services. 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 ninety (90) 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.

XVI. SALARY

1. Applications to Funding Agents

It is agreed that in all grant applications for the Adult Learning Center, the Administration will request an increase of eight percent (8%) in the salary portion of the proposal effective July 1, 1978, and July 1, 1979. Representatives of the Association will be offered the opportunity to review applications prior to their submission; it is clearly understood that this review is purely advisory and is not to be construed as an extension of the negotiating process.

The Administration agrees that should a final budget for a project be approved for an amount which does not provide for the eight percent (8%) salary adjustment the Administration will make up the deficiency to a maximum of two percent (2%).

2. Salary Adjustment Schedule for Previous Employees

A previous employee within the Adult Learning Center shall

be defined as any employee who has been continuously employed for a period of more than three (3) full months. The salary adjustment for such employees shall be as follows: Effective July 1, 1978 and July 1, 1979, such previous employee shall receive one hundred (100%) percent of the budgeted maximum allowable salary. Such adjustment shall be made at such time as the grantor has officially approved the budget for the project and such grant has been accepted by the College. Further, the adjustment shall be made retroactive to the date the project was officially begun.

A previous employee who applies for and is accepted for a new position on an existing or new grant project shall continue at his current salary for the first three (3) months or the budgeted maximum for the new position, whichever is lower. Such employee shall receive an adjustment to one hundred (100%) percent of the budgeted maximum allowable salary on the first day of the month following the completion of three (3) months of continuous employment in the new position, retroactive to the date the employee was originally reassigned, if the employee is recommended for continuation in the new position by the Dean of Community Services, or his designee.

3. Starting Salary for New Employees

The Dean of Community Services shall set starting salaries for new employees at a rate deemed to be in the best interest of the project, but not to exceed the budgeted maximum as approved by the

grantor. Effective the first day of the month following the completion of three (3) full months of continuous employment, such new employees shall receive a salary adjustment to 100% of the budgeted maximum salary as approved by the grantor.

4. Temporary Assignment

Transfer to a different project shall be considered permanent when the employee has performed the duties of the new assignment without interruption for sixty (60) days. When such an employee does perform the duties of the new assignment for sixty (60) days without interruption, he shall be declared permanently reassigned and shall receive any salary increment due as a result of the reassignment retroactively to the date of the initial reassignment. The Dean of Community Services, or his designee, reserves the right to make temporary reassignments as dictated by the needs of the Center, without loss of pay.

XVII. 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 Community Services, a written grievance on the proper form. Within ten (10) working days after receiving the written grievance the Dean of Community Services, 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 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 Administration or its representatives fail to respond at any step of the grievance procedure within the time limits the grievant or the Association will have the option of requesting an immediate response or moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.

f. The time limits set forth in the procedure may be extended by mutual agreement.

g. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative of the Association.

h. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his testimony.

IN WITNESS WHEREOF, the parties hereto have hereunto
set their respective hands and seals this Twelfth day of
April, 1978.

BERGEN COMMUNITY COLLEGE

Patricia D. Gapping
Witness

[Signature]
Chairman of the Board of Trustees

BERGEN COMMUNITY COLLEGE ADULT
LEARNING CENTER FACULTY ASSOCIATION

[Signature]
Witness

By: Bala C. Hunter
President, BCC ALC Faculty Association

ADDENDUM TO THE AGREEMENT BETWEEN THE BERGEN
COMMUNITY COLLEGE BOARD OF TRUSTEES AND THE BERGEN COMMUNITY
COLLEGE ADULT LEARNING CENTER FACULTY ASSOCIATION, DATED
JULY 1, 1978 - JUNE 30, 1981.

The Bergen Community College Board of Trustees and the Bergen Community College Adult Learning Center Faculty Association entered into an Agreement from July 1, 1978 to June 30, 1981. Item 7 of Article II of this Agreement provides for salaries, insurances and grievance procedures to be negotiated for the third year of the Agreement.

Negotiations have taken place and agreement has been reached on the new and modified language that follows:

Article IX. Fringe benefits. Item 5.

The College shall, upon request by a new employee at the time of employment, with-hold monthly payments which approximates 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.

Article XVI. Salary - Item 1

1. Applications to Funding Agents

It is agreed that in all grant applications for the Adult Learning Center, the Administration will request an increase of nine and one half percent (9.5%) in the salary portion of the proposal effective July 1, 1980. Representatives of the Association will be offered the opportunity to review applications prior to their submission; it is clearly understood that this review is purely advisory and is not to be construed as an extension of the negotiating process.

The Administration agrees that should a final budget for a project be approved for an amount which does not provide for the nine and one half percent (9.5%) salary adjustment the Administration will make up the deficiency to a maximum of three percent (3%).

It is understood that the nine and one half percent (9.5%) salary adjustment becomes effective as each grant contract is approved by the College, retroactive to the date of the grant contract.

Article XVI. Salary - Item 2

The second paragraph beginning "A previous employee who...." and ending "... or his designee." will be struck from the contract:

Article XVI. Salary - Item 3

The second sentence will be amended to add at the end of the sentence "... retroactive to the employee's date of employment, but not prior to July 1, 1980".

Article XVII. Grievance Procedure e. Step 5

- a. 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.
- b. 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.
- c. 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 requires 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.

- d. 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.
- e. 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.

Paragraphs within Article XVII, Item 3, currently lettered e, f, g, and h will become f, g, h and i respectively.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals this Eleventh day of June, 1980.

BERGEN COMMUNITY COLLEGE

Patricia A. Gopping
Witness

By:

[Signature]
Chairman of the Board of Trustees

BERGEN COMMUNITY COLLEGE ADULT
LEARNING CENTER FACULTY ASSOCIATION

Gayle R. Hammett
Witness

By:

Jean C. La Fontaine
President, BCC ALC Faculty Association
May 27, 1980