

**Administrators' Association Contract
Booklet**

July 1, 2014 – June 30, 2018

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This Agreement is entered into this first day of July 1, 2014 by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" and the BERGEN COMMUNITY COLLEGE ADMINISTRATORS ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

ARTICLE I BARGAINING UNIT

1. The Board hereby recognizes the Bergen Community College Administrators Association as the exclusive negotiating, bargaining, and contractual representative for the current Administrators employed on the campus or on leave as specifically designated by name and title below, all of which collectively are designated as the Bargaining Unit.:
 - a. Robert Coane – Director- Campus Planning & Improvement
 - b. Sally Dionisio – Director – Child Development Center
 - c. Barbara Hamilton- Golden – Director of Purchasing and Services
 - d. Peter Le Donne – Director of Community & Cultural Affairs
 - e. Norman Shapiro – Director of Environmental Health & Safety
 - f. William Yakowicz – Director of Grants Administration
2. 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.

ARTICLE II UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this Agreement are from July 1, 2014 through June 30, 2018.
2. This agreement supersedes all previous understandings and agreement between the Association and the Board.
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. All references to the male pronoun in the Agreement shall be considered to include the female pronoun, and vice versa, unless inapplicable by virtue of gender.
5. Whenever spouse is used it is understood to include civil union partner.
6. The parties agree to confer no later than October 1, 2007 regarding a drug-free workplace policy to ensure the College's compliance with the Drug Free Workplace Act and the Drug Free Schools and Communities Act.

ARTICLE III NEGOTIATIONS

1. The parties shall enter into negotiations not later than April 1st 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. Neither the Board nor the Association shall have or exercise control over 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.

ARTICLE IV MANAGEMENT RIGHTS

The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public and itself and 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 and that no provision of this agreement shall be construed or interpreted to restrain the College's full and absolute right to operate, control and manage its operations, or otherwise restrain its managerial rights to do so as a matter of law.

ARTICLE 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 listed position of the Association may, on his own volition, have the right to join and support the Association and its affiliates for the purpose of negotiating salary, wages, and other conditions of employment. Further, he may 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 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.
4. Duly authorized officers of the Administrators Association shall be permitted to participate in official Association business off-campus for up to an aggregate of six (6) days per year without pay.
5. Representatives of the New Jersey Education Association and the National Education Association may, upon notice to and with the approval of the President or his designee which will not be unreasonably withheld, be admitted to the College during working hours to assist the Association, provided that it shall not interfere with or interrupt normal College operations.
6. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College.

ARTICLE VI

HOURS OF WORK/OVERTIME

1. Normal hours shall be thirty-five (35) hours per week (i.e., seven (7) hours each day over a period of five (5) days in a given week) exclusive of lunch periods. The members of the Administrators Association acknowledge that they qualify as exempt employees under the FLSA and therefore are not entitled to overtime compensation. While acknowledging that the members of the Administrators Association are exempt employees for purposes of the FLSA, the College will permit said employees to earn hour for hour compensatory time for all hours worked in excess of thirty-five (35) hours in a defined workweek or thirty (30) hours during the period of Summer Hours, with pre-approval from his/her supervisor.

Summer hours, when in effect, are as follows: The College shall remain open Monday through Friday during the period of summer hours. Thirty-five (35) hour employees will work thirty (30) hours per week for four (4) days in a row, either Monday through Thursday or Tuesday through Friday. Specifically, thirty-five (35) hour employees will work eight and one-half (8.5) hours per day including a (1) hour unpaid lunch during the period of summer hours. The employees and

their Departmental Supervisors will establish the four (4) day workweek during the period of summer hours. Absences during the four day work week (i.e. vacation, sick, etc.) will be charged as one day for each occurrence.

The period of summer hours shall start on the first/second Monday in June of each year and shall conclude on the second Friday in August of each year for a total of 10 weeks.

2. Overtime work resulting from registration or registration-related activities shall be compensated at the Administrator's hourly rate for time actually worked. Overtime must be pre-approved by the appropriate Vice President, Dean, or the Executive Vice President, and is limited to those days listed on the official College calendar, as approved by the Faculty Senate (Academic Calendar), as "Registration," and those days listed in the published Registration booklet as "Change of Registration," "Employee Registration," and "Senior Citizen Registration." If a need for overtime arises at times other than those days listed above, such overtime will be paid as described above only after pre-approval by the appropriate operational Vice President.
3. Administrators may teach, if offered, one course per semester/session, not to exceed twelve (12) contact hours per contract year provided course meetings are outside their normal working hours. Compensation shall be in accordance with Board of Trustee Resolution number twenty (20) dated December 17, 1980 "Administration Compensation Part-Time Teaching."

ARTICLE VII SALARY

1. Effective and retroactive to July 1, 2014, all Administrators with a full year of active employment since July 1, 2013 shall receive an additional 0.75% salary adjustment to their June 30, 2014 base salary for a total salary adjustment of 2.25% (1.5% plus additional 0.75%).

Effective and retroactive to July 1, 2015, all Administrators shall receive a 2.0% salary adjustment to their June 30, 2015 base salary.

Effective and retroactive to July 1, 2016, all Administrators shall receive a \$500.00 increase plus 2.0% salary adjustment to their June 30, 2016 base salary.

Effective July 1, 2017, all Administrators shall receive a \$2700.00 salary adjustment to their June 30, 2017 base salary.

2. Employees in the bargaining unit whose salaries exceed the foregoing ranges as adjusted, and as a consequence of the wage increases contained herein, shall be "red circled", and shall receive the foregoing wage increases, if otherwise

eligible, even if their salary exceeds the maximum for the range.

3. Employees with less than one full year of service as of July 1st of the previous year shall receive a pro-rata salary adjustment (i.e., the percent or dollar increase divided by twelve (12) multiplied by the months of active service).
4. Administrators acknowledge that effective July 1, 2016 they shall no longer be eligible for Longevity payments.
5. If, after the implementation of the July 1, 2007 wage increase, any employee in the bargaining unit on the payroll on July 1, 2007, and whose adjusted salary falls below \$72,000 shall have his/her base salary adjusted to \$72,000. It is expressly understood that this provision applies only to employees in the bargaining unit on the payroll as of July 1, 2007, and does not apply to prospective employees regardless of starting salaries.

ARTICLE VIII BENEFITS

1. The Board agrees to provide each member, and his/her qualifying dependents, with health benefits through the School Employees Health Benefits Program ("SEHBP"). The College further agrees that during the term of this agreement if it negotiates a reduction in the health care contribution level for another bargaining unit at the College, it will agree to re-open negotiations with the Administrators Association. Administrators are required to contribute to his/her health benefits in accordance with the rates set forth in Ch.78,P.L.2011. The Board will continue to provide for employees a dental plan and vision plan with its present coverage. The parties agree that the College shall have the right to change from its present medical, dental, prescription and vision insurance carriers providing the resulting coverage is equal or better than the current coverage provided to the bargaining unit. The right to change from the present insurance provider shall be exclusive to the College, provided the change results in equal or better coverage to the bargaining unit. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such benefit coverage.
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 award 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. Dependent children of full-time Administrators may attend any Bergen

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

Full-time employees and their spouses will be permitted to take up to six (6) credits per semester, without payment of tuition fees or excess contact hour fees 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 course of study has been submitted to the President of the College, or his designee, for his review and approval.
6. Full time Administrators may, on a space available basis, attend up to two (2) Continuing Education courses per year tuition free.
7. An Administrator who has completed six (6) years of service in the Administrators Association, as recognized in the parties' CBA, shall upon his or her next reappointment, be offered a two (2) year contract by the Board of Trustees.
8. The College will provide a cell phone stipend in the amount of \$50 per month, not added to base, to the Director of Public Safety, Director of Technologies, Director of Physical Plant. The Director will provide the Executive Vice President with his/her mobile phone number, and will notify the Executive Vice President within twenty-four (24) hours if this number is changed. Further, Directors receiving cell phone stipends are obliged to maintain their mobile numbers such that they may be reached during off-hours. It is expressly understood that a Director may not have both a college provided cell phone and a cell phone stipend.

ARTICLE IX DOMESTIC PARTNERSHIP and CIVIL UNIONS

1. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Domestic Partnership Act (the "Act") *N.J.S.A. 26:8A-1, et. seq.* or the Civil Union Law (the "Law"), *N.J.S.A. 37:1- 28, et. seq.*
2. In order to establish a civil union under the law, both persons must not be a party to another civil union, domestic partnership or marriage in this State; be of the same sex; and be at least 18 years of age, except as provided in section 10 of the Law.
3. The College reserves the right to request verification from an employee and civil union/domestic partner to determine whether they have met the requirements set forth above.

ARTICLE X HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.
2. For the 2007 – 2008 academic year, eight (8) of these shall be taken as follows:

1. Independence Day	5. Christmas Day
2. Labor Day	6. New Year's Day
3. Thanksgiving Day	7. Good Friday
4. Day after Thanksgiving	8. Memorial Day

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

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

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

acknowledge receipt of notification and provide approval no later than September 1 and February 1.

4. The remaining (5) five non-designated holidays will be incorporated into the academic calendar established by the President, as follows:

- a. In the contract year in which the College is to be closed during the Christmas break, the four (4) working days between Christmas and New Years 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 four (4) days during the Easter break will be assigned as non-designated "Split Holidays" with approximately 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 employee's choice.
 - a) The remaining one (1) holiday will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting this day, preferences expressed by the Association will be considered.
5. Additional holidays beyond the seven (7) designated holidays, two (2) floating holidays, and five (5) non-designated holidays may be had when indicated in the academic calendar as additional non-designated holidays. Scheduling of holidays must be with due consideration for the operating needs of the various Divisions/Departments of the College.
6. When an employee is required to work on a holiday he will be compensated with an alternate day off on a day-for-day basis.

ARTICLE XI VACATION

Administrators shall receive twenty-three (23) working days of vacation per year (July 1 - June 30). Those with less than one full year of service as of June 30th will receive two (2) days per month for the partial year.

ARTICLE XII

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 sixteen (16) 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, e.g., an employee starts work on August 12th, 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 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 five (5) days which shall not be charged against sick leave provided the employee meets part (minimum one and one-half (1½ hours) of his obligation on said days. Partial sick leave shall be limited to two and one half (2 ½) days for a new employee employed by the College after December 31st of any given year.

Upon termination, except for cause, after an employee's fifty-fifth birthday and five (5) years of employment, except for cause, or after fifteen (15) years of active employment, the employee shall be paid for one-half (1/2) of his unused accumulated sick days at a daily rate based upon the employee's salary at the time of termination or retirement, up to a maximum payment of \$17,500. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiary(ies) shall be paid one-half (1/2) of the unused sick calculated as above. Sick leave payouts at the time of retirement/death shall be in accordance with applicable New Jersey law (N.J.S.A. 18A:30-3.6.) which applies to all employees hired on or after May 21, 2010.

2. BEREAVEMENT DAYS

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 the death of other family members. Other family members is defined as aunts, uncles, first cousins, and nieces/nephews of the employee and spouse, plus grandparents of the spouse.

Members may apply to the President of the College, or his/her designee for one (1) additional bereavement day, if needed.

3. JURY DUTY DAYS

When an employee receives a subpoena 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 his base pay earnings, including any applicable shift premium. The employee shall forward any Jury pay in excess of \$5.00 (less compensation for mileage) to the College. 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 (2) week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two (2) 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.

Notwithstanding the foregoing Board policy, the past practice of continuing the full regular salary during the two week Annual Training duty for individuals in this unit as of July 1, 1978 will be continued as a special exception.

5. MEDICAL LEAVE

An employee may be granted a leave of absence without pay for a period of up to two (2) years 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 leave, the College will continue to pay all health benefits within the limits prescribed by law 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 of two (2) years. 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 five (5) working days a year

may be granted with pay by the President or his designee. If an employee uses three (3) days or less during the contract year, one day shall be added to the employee's vacation entitlement as of June 30th of that year. Personal leave may be granted to a maximum of three (3) days without pay to not more than one (1) Association member to attend conferences of affiliates of the Administrators' Association. Request for permission for such leave must be made in writing to the Executive Vice President, through the member's Division/Department Head at least five (5) days in advance of such requested leave.

Personal leave shall be limited to two and one half (2 1/2) days for a new employee employed by the College after December 31st of any given year. Such employees shall not be eligible to convert unused personal days to vacation days during any partial year of employment. For purposes of this provision, a full year of employment runs from July 1 of one year to June 30 of the next.

8. OTHER LEAVES OF ABSENCE

Upon written request to the employee's Division/Department Head and the Executive Vice President, 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.

9. CONCURRENT USE OF LEAVES OF ABSENCE

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, or other leave of absence (excluding jury duty leave, military leave or bereavement days) under Article XII and/or is eligible to utilize, and requests to utilize, leave under the Federal Family Medical Leave Act and/or the New Jersey Family Medical Leave Act, such leaves shall be taken on a concurrent basis (i.e., there shall be no pyramiding of leaves, nor the scheduling of leaves on a consecutive basis one after another) providing such leaves of absence for which the employee is eligible arise from the same event, circumstance or medical condition.

ARTICLE XIII

ASSOCIATION PAYROLL DUES DEDUCTION

1. The College will deduct from the salaries of nonmembers of the Administrators Association who are members of the bargaining unit represented by the Administrators Association a representation fee in lieu of dues. It is further agreed that said payroll deduction system shall be implemented and maintained by the College in accordance with the terms and provisions of N.J.S.A. 34:13A-5.5, et seq. (P.L. 2002, Chapter 46, amending P.L. 1979, C. 477 enacted as of August 1, 2002), provided that membership in the Bergen Community College Administrators Association is available to all employees in the unit on an equal basis, and further provided that the representation fee in lieu of dues is available to the Bergen Community College Administrators Association only if the Association has established and maintained a demand and return system which provides pro rata returns as set forth in N.J.S.A. 34:13A-5.5. (See N.J.S.A. 34:13A-5.6.)
2. The Administrators Association shall submit proof to the College within ten (10) days from the date the Agreement is executed and annually thereafter, that a statutorily compliant demand and return system is in effect. Without such system in effect, the College shall not deduct any representation fee in lieu of dues from any nonmember employee.
3. The College, in compliance with State Law and this Agreement, will deduct from non-union members a representation fee equal to eighty-five percent (85%) of the dues and fees of union members.

ARTICLE XIV

SERVICE OF NOTICE

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 deliver, with a signed return acknowledgement of receipt thereof.

ARTICLE XV

PERSONNEL FILE

1. The official personnel file on each employee shall be maintained in the Department of Human Resources. Any employee may make a request, in writing, to see his personnel file. However, before the file is made available to the employee, all 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 shall not be removed from the Department of Human Resources by the employee.

2. Except for a) References and other confidential information b) confidential material relating to the discharge 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 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.

3. If an employee feels certain material within the file should be deleted, he may ask for a review of his file. If the Executive Vice President 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.

ARTICLE XVI

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 and 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 Director of Human Resources or his/her designee a written grievance. Within twenty (20) calendar days after receiving the written grievance the Director of Human Resources or his/her designee shall render a written report of the disposition of the grievance to the grievant.

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 with 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.

ARTICLE XVII

SAFETY AND HEALTH

The Board and the Administrators Association recognize the importance of safety provisions for the welfare of the Administrators and for the protection of the 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 Administrators 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.

ARTICLE XVIII

SEVERANCE/TERMINATION NOTICE

1. Severance Notice: If the College elects to separate or not to reappoint any member of the bargaining unit because of financial exigency or bona fide discontinuance of a

program or department or reorganization, the College will notify the affected employee by close of business on February 1st with an effective date of close of business on June 30th of the same fiscal year. The College will make every effort to identify and place the employee in another suitable position.

2. Termination Notice: Should the College exercise its right to terminate the employee for other than cause, layoff, financial exigency, bona fide discontinuance of a program or department, or reorganization, the employee will be provided with a ninety (90) day notice of termination, which shall be effective notwithstanding appointment by the College of an employee for a full year's term or otherwise. Moreover, it is understood that this ninety (90) day notice shall not operate as a severance period.
3. Severance: Notwithstanding the appointment by the College of an employee for an annual or multi-year term, should the College exercise its right to terminate the employee other than for cause, the employee shall receive severance pay at the affected employee's then prevailing rate of pay on the last day of employment. The College will remit to the employee a sum equivalent to one (1) week of pay for each full year of service first the College up to a maximum of sixteen (16) weeks. It is understood that the employee is not entitled to severance in the case of resignation or termination for cause.
4. Termination for Cause: Except as provided for in paragraphs 1 and 2, no employee may be dismissed without just cause as prescribed by law. Any employee dismissed for just cause is not entitled to severance pay.
5. Reduction in Force: 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.
6. After five (5) years in the unit, Administrator Staff members shall only be subject to non-reappointment for just cause or a "reduction in force" ("RIF") as established by the College.
7. If non-Administrator Staff members are transferred or moved into the Administrator Staff Association, they are subject to a probationary period of thirty (30) days before they are eligible to accrue time toward the Job Security benefit identified in Paragraph (6) listed above. The time in the unit will be calculated to include all continuous full time employment at the College. This applies to employees in any other BCC collective bargaining association and confidential classifications.

8. If the subject employee successfully completes the probationary period, his/her time shall be accrued to include all continuous full time employment at the College. This applies to employees in any other BCC collective bargaining association and confidential classifications.

ARTICLE XIX RESIGNATION

An employee who is resigning from his position shall give a written notice of twenty (20) business days to the employee's Vice President or to the Executive Vice President or his designee. A resigning employee is expected to fulfill any duty of confidentiality he or she may have, and to maintain productivity levels and attendance standards through and including the stated date of resignation. Failure to give the required notice in writing shall cause the employee to have deducted from accrued vacation time one (1) day of earned pay for each day the notice of termination is late. At any time after receiving notice of resignation, the College may separate an employee. The separated employee will receive all wages due and any other benefits to which he may be entitled under the contract, for the period between separation by the College and his date of resignation, provided the employee has given notice as required herein.

ADMINISTRATIVE SALARY GUIDE **APPENDIX "A"**

Salary range shall be a single range which shall be adjusted to reflect the salary adjustment effective July 1, 2014 and shall be adjusted for each year of the Contract as per the salary adjustments indicated in Article VII, Paragraph 1.

Salary range effective July 1, 2014 to June 30, 2015

\$66,500 - \$107,500

Salary range effective July 1, 2015 to June 30, 2016

\$67,850 - \$109,650

Salary range effective July 1, 2016 to June 30, 2017

\$69,750 – \$112,350

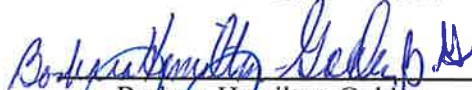
Salary range effective July 1, 2017 to June 30, 2018

\$72,450 - \$115,050

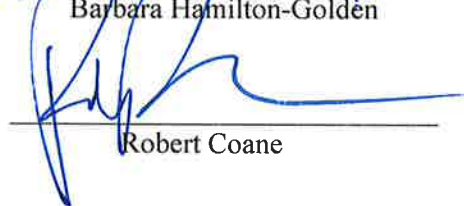
The parties having executed this Agreement as set forth below mutually warrant that:

- a) They are authorized to bind their members and the Board of Trustees, as the case may be;
- b) The Parties agree that the foregoing collective negotiations agreement includes and incorporates any and all previous side bar memoranda of agreement and understandings that apply to all bargaining unit members as of the dates of ratification on March 31, 2017 and April 4, 2017.
- c) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties; and
- d) Nothing in this Agreement shall apply retroactively unless specified.

FOR THE ASSOCIATION

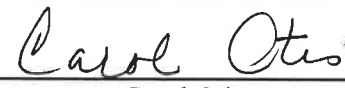


Barbara Hamilton-Golden

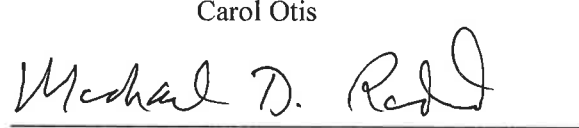


Robert Coane

FOR THE EMPLOYER



Carol Otis



Michael Redmond


2/6/18