

THIS AGREEMENT is entered into, effective as of the first day of July, 2014, by and between the BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE, hereinafter referred to as the "BOARD" or the "COLLEGE", AND THE BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter referred to as the "ASSOCIATION" or the "BCCFA," hereinafter together referred to as the "PARTIES."

ARTICLES OF AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I – BARGAINING UNIT

1. The Board hereby recognizes the Association is the exclusive bargaining representative, as defined in Public Law 1973, Chapter 123, for the Bargaining Unit which shall be comprised of all full-time faculty holding or bearing the academic ranks of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor, and of all full-time employees holding the titles of Library Associate, Professional Assistant, Technical Assistant, and all full-time teaching staff at the Ciarco Learning Center, whether said faculty or employees are on contract for a full calendar year or for a full academic year or any part thereof, are on leave, excluding the President of the College, Vice Presidents, and Deans.

2. For the duration of this Agreement, the Board agrees not to negotiate with any member in the bargaining unit, individually, nor with any group within the bargaining unit, but only with the Association.

3. The Bargaining Unit shall hereinafter be designated as follows:

GROUP T – Full-time teaching faculty holding the academic rank of Professor, Associate Professor, Assistant Professor, Instructor, or Associate Instructor.

GROUP C – Full-time faculty in Continuing Education/Community Services holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP S – Full-time faculty in the areas of Student Counseling and Financial Aid and Veteran Service holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP L – Full-time faculty in the Library and Learning Resources Center holding the academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP R – Full-time faculty in the areas of Admissions, Records and Registration, holding academic rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP E – Full-time faculty in the E.O.F. Office holding rank of Professor, Associate Professor, Assistant Professor, or Instructor.

GROUP A – Library Associate, Professional Assistant, and Technical Assistant.

GROUP CLC – Full-time teaching staff in the Ciarco Learning Center.

"FACULTY MEMBER" shall hereinafter refer only to members of Groups "C", "L", "R", "S", "E", and "T".

"MEMBER" shall hereinafter be the term used to refer to members of all of the aforementioned Groups.

ARTICLE II – UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The dates of this contract are from July 1, 2014 through June 30, 2018.

Year One: July 1, 2014 – June 30, 2015;
Year Two: July 1, 2015 – June 30, 2016;
Year Three: July 1, 2016 – June 30, 2017;
Year Four: July 1, 2017 – June 30, 2018.

2. This Agreement supersedes all previous understandings and agreements 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 statutory law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by statutory law, but all other provisions or applications of the Agreement shall continue in full force and effect.

4. Should a mutually acceptable amendment be negotiated by the parties, it shall be reduced to writing and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been so ratified, it shall become part of this Agreement. A Memorandum of Understanding or Agreement that has a long term impact on a term and condition affecting some or all of the members covered by this Agreement shall be incorporated into the Agreement when a successor Agreement is printed. A Memorandum of Understanding that has a time certain expiration or that affects an individual member shall be maintained in a separate file.

5. Any individual contract between the College and an individual member shall be subject to and consistent with the terms and conditions of this Agreement. Any such individual contract shall be binding only during the term of this Agreement.

6. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time after signing by both parties, to all members now employed or subsequently employed by the Board during the term of this Agreement.

7. Whenever "spouse" is used it is understood to include civil union partner.

8. All terms and conditions for BCCFA CLC members are contained in Article XXII, unless explicitly stated otherwise.

9. When applying for a grant from an external funding source, Bergen Community College and/or its designees shall consult with the BCCFA on any and all grant proposal elements that involve compensation and other terms and conditions covered by this Agreement for BCC employees recognized in this Agreement.

ARTICLE III – NEGOTIATIONS

1. The parties shall enter into negotiation no later than April 1 of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.
2. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings which are related to Association matters, such person shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall such person 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, consider proposals and make counter proposals during negotiations.

ARTICLE 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 College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.
2. The College shall broadcast and notify members in an effective fashion of all inclement weather, or other emergency, College closings, or cancellation of class sessions, or delayed College openings. The College shall make every effort to broadcast and notify members by a minimum of two (2) hours prior to the effective commencement of the closing and/or delayed opening.
3. Beginning in the Fall 2016 semester, the College shall attempt to limit a maximum of two (2) faculty members per office, subject to available office space.

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. Duly authorized members of the Association shall be permitted to transact official Association business on College property when they have no instructional or office

hours or other assigned employment responsibilities, and when such transactions in no way interfere with College business or with the instructional or office hours or other assigned employment responsibilities of any other member of the College 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. College equipment, when not required for College purposes, shall be available for use on campus by the Association.
4. With the prior approval of the President of the College or his/her designee, which approval shall not be arbitrarily withheld, the Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such times and places as will not interfere with, delay, or defer any activity or function of the College.
5. The Association may be permitted the use of the College 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 person who holds the office of President of the Association shall be provided by the College with a single occupancy office on campus during his/her term of office, provided that space limitations permit, as determined by the President of the College or by his/her designee.

Effective July 1, 2010, the person who holds the office of President of the Association will be paid six (6) contact/credit hours of overload release time for the fall, spring, and summer semesters, for a total of eighteen (18) contact/credit hours.

7. A bulletin board in a location designated by the President of the College or by his/her designee for official Association purposes shall be provided in the main campus building.
8. Members are required to adhere to all rules and regulations, current and future, which are necessary for the proper administration and conduct of the College.
9. Representation Fee. The College will deduct from the salaries of nonmembers of the Association who are members of the bargaining unit represented by the 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 Faculty 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 Faculty 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.) The 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.

10. Information Sharing/Reporting. By the third week of every fall and spring semester, the College shall supply to the BCCFA President, or his/her designee, a complete listing of all BCCFA members/employees actively employed, their base salaries, rank (if relevant). The College will make every effort to supply such information in a spreadsheet, electronic format (e.g., Microsoft Excel format).

11. On faculty conference days, the BCCFA shall conduct a meeting during the lunch hour period in a suitable space on the College campus. The College agrees to serve lunch to members at the meeting location. If faculty conference days end earlier than 3:00 PM, then the BCCFA shall meet thereafter in a suitable location.

ARTICLE VI – INDIVIDUAL CONTRACTS

1. Individual contracts for employees in Group "T" shall be from September 1 through June 30 each year. The contract obligation for this Group shall be from September 1 to on or about June 15, emergent matters permitting.
2. Individual contracts for employees in Groups "C", "L", "R", "E" and "S" shall be from July 1 through June 30 each year, except that individual contracts for new employees in Groups "C", "L", "R", "S", & "E" hired after the 1979-1980 school year, may be issued on a ten (10) or eleven (11) month basis. Members working on an eleven (11) month basis shall be entitled to a one (1) month vacation (23 working days) during July or August, or at other times during the academic year equivalent to one (1) month as approved by the President of the College or by his/her designee. Individual contracts for employees in Groups "C", "L", "R", and "S" hired prior to the 1979-1980 school year may, if offered the opportunity by the Administration, elect on an annual basis an eleven (11) month contract. Individuals electing to work on an eleven (11) month basis shall be entitled to vacation as stated in this paragraph.

All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within the fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited.

Group "S" members employed on a ten (10) month contract, September 1 through June 30, may request a flexible contract (any ten (10) out of twelve (12) months) subject to the right of refusal by the Administration. Opportunity will be provided for members of Group "S" to work their thirty-four (34) hours per week on a four (4) day work schedule on a rotational basis, subject to the limitation that there shall be only one member per week on a four (4) day work schedule.

3. Individual contracts for Group "A" shall be from July 1st through June 30th each year. Technical and Professional Assistants may be hired, effective July 1, 1983, on a ten (10) month basis. Compensation is to be fifteen percent (15%) below the twelve (12) month Technical Assistant and Professional Assistant salaries.

- a. Individuals who have been members of Group "A" for ten (10) years shall receive a two-year reappointment contract effective with their next reappointment date.
- b. Instructional Group "A" members and non-instructional Group "A" members, employed as professional or technical assistants prior to July 1, 1981, shall be entitled to a one (1) month vacation (23 working days) during July or August or at other times during the academic year equivalent to one (1) month as approved by the President of the College or by his/her designee, plus those holidays when the College is closed.
- c. Vacation days for twelve (12) month Non-Instructional Professional Assistants and Technical Assistants appointed after July 1, 1981, and all twelve (12) month Instructional Professional Assistants and Technical Assistants hired after October 1, 1991, shall be determined as follows:
 1. Vacation entitlement for a contract year shall be determined by the length of the member's active employment as of July 1 of that year.
 2. If a Group "A" member is hired prior to January 1 of a contract year, he/she shall receive one (1) vacation day per month during his/her initial employment period through June 30. Thereafter, the schedule listed in section 3) below shall be in effect.
 3. If a Group "A" member is hired after January 1 of a contract year, he/she shall receive one (1) vacation day per month during his/her initial employment period through June 30 and continuing through his/her first full contract year. Thereafter, the schedule listed in section 3) below shall be in effect.
 4. Notwithstanding the limitations defined in section 2) above, the following schedule of vacation entitlement shall be in effect:

1 year 13 days	6 years 19 days
2 years 14 days	7 years 20 days
3 years 15 days	8 years 21 days
4 years 16 days	9 years 22 days
5 years 18 days	10 years 23 days
5. A Group "A" member who leaves before completing six (6) months of active employment shall receive no vacation credit. A member who resigns before the end of a given month shall receive no credit for that month. A member who takes a Leave of Absence (Medical, Maternity, Family Leave or other) shall have his/her vacation entitlement prorated to reflect his/her months of active employment between July 1st of the preceding year and June 30th of the current calendar year.
6. All members are expected to utilize their vacation entitlement within the contract year in which it has been earned or, with the approval of the appropriate administrator, within the fifteen (15) months immediately

following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited.

7. Vacations shall be scheduled with due consideration for the operating needs of the College, division, department; however, individual requests will be considered by the Administration to the extent practical. If it should be necessary to choose between employees in the same job in arranging the vacation schedule, seniority at the college shall rule.

Effective July 1, 2008, all members of groups "S", "L", "C", "R", and "A" shall be entitled to three (3) extra calendar days in any year in which the College is open and classes are scheduled on Yom Kippur and Good Friday. If the College is closed or if the College is open and classes are not scheduled, then members of the group will be entitled to one extra calendar day.

4. Commencing in June 2015, following are terms and conditions for "Summer Hours" for members of Groups C, S, L, R, E, and A. The Summer Hours period shall be the first/second week of June through the second week of August of each calendar year, resulting in ten (10) consecutive weeks per calendar year. The College shall remain open Monday through Friday during the period of summer hours. Groups C, S, L, R, E and A shall work thirty (30) hours per week for four (4) consecutive days, either Monday through Thursday, or Tuesday through Friday. During the Summer Hours period, Groups C, S, L, R, E, and A members will work eight and one-half (8.5) hours per day (for four (4) days), which includes a one (1) hour unpaid lunch per day. BCCFA Groups C, S, L, R, E, and A members and the relevant department supervisors will establish which four (4) day workweek consecutive sequence employees will work during the Summer Hours period. Absences (i.e., vacation days, sick days, partial sick days, personal days) during the Summer Hours four-day workweek will be charged as one day (or part thereof) for each absence. If the Independence Day holiday falls on, or is observed on, a Friday, then employees who have a Tuesday through Friday workweek shall work only three days during that holiday week, and employees who have a Monday through Thursday workweek shall be granted one (1) floating holiday to be used during the Summer Hours period. If the Independence Day holiday falls on, or is observed on a Monday, then employees who have a Monday through Thursday workweek shall work three days during that holiday week, and employees who have a Tuesday through Friday workweek shall be granted one (1) floating holiday to be used during the Summer Hours period.

ARTICLE VII – SALARY AND OTHER COMPENSATION

1. Effective and retroactive to July 1, 2014, the Board hereby agrees to compensate members for the four-year period, beginning July 1, 2014, ending June 30, 2018, in accordance with the Section 2 below. The base salary increases shall be retroactive for all active BCCFA members as of the time of ratification, or who retired in good standing after July 1, 2014, but before ratification of this Agreement.

2. Salary Adjustments

- a. In Year One (2014-2015), the base salaries of all members of the BCCFA bargaining unit (except Lecturers, including Group CLC) shall be increased by \$1,500.00.

In Year Two (2015-2016), the base salaries of all members of the BCCFA bargaining unit (except Lecturers, including Group CLC) shall be increased by the greater of \$1,800.00 or 2.25 %.

In Year Three (2016-2017), the base salaries of all members of the BCCFA bargaining unit (except Lecturers, including Group CLC) shall be increased by the greater of \$1,900.00 or 2.25 %. In addition, in Year Three the overload rates in the Appendix A tables for all BCCFA members shall be increased by \$1.50.

In Year Four (2017-2018), the base salaries of all members of the BCCFA bargaining unit (except Lecturers, including Group CLC) shall be increased by \$1,975.00. In addition, in Year Four the overload rates in the Appendix A tables for all BCCFA members shall be increased by \$1.50.

- b. Appendix A attached hereto shall establish the overload and 2/3 rates for all members (except Group CLC and Lecturers). Commencing in Year One, the minimum overload rate for Group C, L, R, E, S, and T shall be \$50.00. This minimum shall be subject to the overload increases indicated above in years Three and Four. Any BCCFA member's overload rate that exceeds the rate in the applicable row shall be frozen at his/her current overload rate until he/she progresses to a row in which his/her overload rate exceeds his/her current overload rate.

Each member shall receive his/her annual salary adjustment for the years of this Agreement as stated in Sections 1 and 2. This clause shall serve to modify Paragraph 3 below, for the duration of this Agreement.

3. Each member shall receive an annual increment by advancing from his current salary to the next higher step of the salary schedule for his rank or classification, only upon the recommendation of the President of the College to the Board, which recommendation shall not be arbitrarily withheld. If an increment is withheld, the member shall have recourse to the grievance procedure. A step is defined as one vertical movement in a guide from the lower rate to the higher rate (representing a 4.07% adjustment).
4. The salary increment for the first year of employment for members shall be prorated as follows:

Months of Service:	10	9	8	7	6	5	4	3	2 or less
Steps:	1	7/8	3/4	5/8	1/2	3/8	1/4	1/8	0

This formula shall be modified on a case by case basis to allow for prorating in accordance with the understandings in Section 2.

5. For all faculty members promoted on or after July 1, 2014, the promoted faculty member will receive the greater of a seven percent (7 %) increase to his/her base salary or the promoted rank minimum. When calculating a member's promotional increase, the annual increase to base salary in this Agreement shall be calculated first, then the seven percent (7 %) promotion increase to base salary. If a faculty member is promoted to a higher rank,

he/she shall be placed on the appropriate step of the overload salary schedule to correlate to his/her new salary.

6. Members whose actual or equated load exceeds the required contract teaching load or workload shall be compensated at their full overload rate per fifty minute contact hour, as set forth in Appendix "A."

All overload pay for credit and/or contact hours, including but not limited to overload release time hours, or overload teaching hours, or overload administrative work hours, shall be calculated in the following manner: sixteen (16) multiplied by the faculty member's current contract overload rate per each credit/contact hour. For example (used for illustration purposes only), an overload three (3) credit course being taught by a faculty member who has a \$50.00 current contract overload rate would be calculated as follows:

$$\begin{aligned} 1 \text{ contact/credit hour} &= (16 \times \$50.00) = \$800.00 \\ 1 \text{ contact/credit hour} &= (16 \times \$50.00) = 800.00 \\ 1 \text{ contact/credit hour} &= (16 \times \$50.00) = 800.00 \\ \text{Total} &= \$2,400.00 \end{aligned}$$

Consequently, this faculty member would be paid \$2,400.00 per three (3) credit overload course.

7. Full-time members in Groups "A", "C", "L", "R", "E", and "S" engaged for overload services over and above their required hours shall be compensated at two-thirds (2/3) of their overload rate per sixty (60) minute clock hour as set forth in Appendix "A". Employees in Groups "A", "C", "L", "R", "E", and "S" who work on Sunday will be paid at their overload rate per clock hour.
8. Faculty members in Groups "C", "L", "R", "E", and "S" who work eleven (11) months shall be paid an additional ten percent (10%) of their annual ten (10) month salary.

Faculty members in Groups "C", "L", "R", and "S" employed under a ten (10) or eleven (11) month contract, who are normally required to work those days when the College is open but classes are not in session, shall earn an additional five hundred dollars (\$500.00) payable in prorated installments, one at the end of the fall semester and one at the end of the spring semester. With the approval of the appropriate Dean, a faculty member in the "C", "L", "R", and "S" groups may elect to take days off in either semester and forfeit fifty dollars (\$50.00) of the \$250.00 semester installment for each day taken off. Faculty members in Groups "C", "L", "R", and "S" who commenced employment prior to the spring 1985 semester shall earn an annual stipend of five hundred dollars (\$500.00). Faculty members in Groups "C", "L", "R", and "S" who commenced employment during the spring 1985 semester, shall earn an annual stipend of two hundred fifty dollars (\$250.00).

9. Stipends for Coordinators

The following shall be the stipend ranges for the listed Coordinators:

<u>Coordinator Title</u>	<u>Range</u>
Medical Laboratory Technology	\$6,350 – \$7,255
Medical Office Assistant	6,350 – 7,255
Radiography	6,350 – 7,255
Radiography – Clinical	3,040 – 3,577
Respiratory Therapy	6,350 – 7,255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
Surgical Technology	5,226 – 6,006
Dental Hygiene	4,203 – 4,870
Veterinary Technology	2,700 – 3,200
Diagnostic Medical Sonography	3,800 – 7,255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
Physical Therapist Assistant	6,350 – 7,255
Program Coordinator (60%)	
Clinical Coordinator (40%)	
American Language	4,130 – 6,006
Computer Science	4,130 – 4,788
Social and Behavioral Sciences	4,130 – 4,788
Biological Sciences	4,130 – 4,788
Physical Science	4,130 – 4,788
Accounting/Business Administration	4,130 – 4,788
Information Technology	4,130 – 4,788
English Composition/Literature	4,130 – 4,788
English Basic Skills/AIMS	4,130 – 4,788
Hotel/Restaurant/Hospitality	4,130 – 4,788
Industrial & Design Technologies	4,130 – 4,788
Manufacturing Technology	4,130 – 4,788
Philosophy and Religion	4,130 – 4,788
World Languages and Cultures	4,130 – 4,788
Math/Basic Skills	4,130 – 4,788
Art	4,130 – 4,788
Communication Arts	4,130 – 4,788
Paralegal/Legal Assistant	3,040 – 3,677
Educational Opportunity Fund	2,632 – 3,224
Community & Cultural Affairs (Director)	2,632 – 3,224
Academic Coordinator	2,550 – 2,812
Director Financial Aid	2,550 – 2,812
Job Placement Coordinator	2,550 – 2,812

It is understood that the stipends of all individuals holding Coordinator/Director positions as of July 1, 2000, shall be "grandfathered," regardless of the established ranges. Individuals newly appointed to Coordinator positions shall receive an appropriate stipend within the range.

Coordinators currently making \$4,130.00 or less for their services will receive a one-hundred-dollar (\$100.00) raise/increase during the first year of the contract. All Coordinators will receive a two-hundred-dollar (\$200.00) raise/increase for each year of the contract thereafter.

Commencing in Year One (2014-2015), Clinical Coordinator stipends shall be increased to \$4,750.00 per contract year.

10. A qualified member requested by the Dean to cover a class of an ill colleague will receive compensation in accordance with his/her established overload rate for the type of class covered.

For reasons other than illness, and with the approval of the Division Dean, qualified faculty members may substitute for each other without loss of pay or extra compensation.

If the College President, Vice President or appropriate full Dean, requests that a faculty member attend a particular conference or meeting as the College's representative, the faculty member asked by the Dean of the relevant Division to cover the class(es) of the faculty member attending the said conference or meeting, shall receive compensation in accordance with his/her established overload rate for the type of class covered.

If an athletic coach is asked to have his or her team participate in a regional or national tournament, and if said athletic coach must accompany the students during such a tournament, then the substitute engaged to cover the coach's classes shall be paid in accordance with his/her overload rate as set forth in Appendix "A" if the substitute is a faculty member.

11. Full-time Group "T" faculty members may, in lieu of their fourteen (14) hours of advisement, work registration for two (2) seven (7) hour days. If a faculty member works more than seven (7) hours in a day, then he/she shall be paid at the agreed upon registration rate.

Faculty in Group "T" shall be paid for registration, orientations, and the like for any service beyond the fourteen (14) hours required for each fall and spring registration.

Faculty in Group "T" working during summer session registrations shall be paid for their hours unless those hours are being exchanged for any part of the fourteen (14) hours required for each fall and spring semester.

Compensation for registration/advising coverage, as defined above, shall be \$40.00 per hour.

13. Currently employed full-time faculty members who receive their terminal degree (Doctorate or relevant Master of Fine Arts) from a college or university that has been accredited by a regionally accredited agency shall be given a five percent (5 %) increase/increment to their base salaries upon evidence of their attainment of the degree. It is understood that a person hired with a terminal degree (Doctorate) (or relevant, terminal Master of Fine Arts degree as of September 1, 2011 or thereafter) was/is given credit by rank determination and/or placement on the salary guide at the time of hire. Further, the intent is that only one terminal degree increment is granted per faculty member by either method described above.

14. Faculty Compensation for Department and Program Five Year Review. Compensation for work on the department and program five year review process shall be as follows. Upon completion of the steps outlined in *Handbook for Conducting Department and Program Five Year Review* leading up to and the completion of each of the following documents:

1. Self Study Design Document;
2. Self Student Document; and
3. Department Follow-up Report,

compensation shall be authorized. Upon submission of each of the three documents to the appropriate Academic Division Dean, said dean shall authorize compensation with the approval of the Academic Vice President. A stipend shall be paid in the amount of \$800.00 for each.

15. In support of the College's efforts in establishing dual enrollment programs with area high schools, it is mutually agreed between Bergen Community College and the Bergen Community College Faculty Association that BCC faculty members who serve as course articulation directors shall receive a onetime stipend of \$500.00 for each new course at each new school for which a course articulation is developed.

16. A faculty member who assumes administrative duties in Ender Hall in the absence of a full time administrator shall be paid a stipend in the amount of \$3,100.00 for the twelve (12) month period July 1 through June 30.

17. Assessment. Faculty members approved for compensation for assessment activities related to student learning will be paid at their respective overload rates. Approval shall be the responsibility of the Academic Vice President after consultation with the Coordinator/Vice President/Dean of the Center for Institutional Effectiveness and the Dean of the area. Said rates will be applied to those individuals receiving less than three (3) credit/contact hours. Those individuals receiving three (3) or more credit/contact hours may elect to receive release time or compensation payment, or some combination thereof, at their respective overload rates.

It is further understood that the compensation for release time is for administrative (non-teaching) work on a two for one basis (i.e., two hours of work for each contact (overload) hour received), and that release time will generally be granted only on an overload basis.

Credit/contact hour compensation will be authorized if, after review of a faculty member's scope of involvement in the assessment project, it is determined that the number of hours needed to accomplish the project warrants overload compensation on a release time or payment basis.

Faculty members, other than those appointed to be department liaisons to the Center for Institutional Effectiveness, can provide four hours of work per semester (fall and spring) on activities related to programmatic assessment of student learning as part of their job responsibilities. If a faculty member devotes any amount of time beyond four hours, then that faculty member will be compensated for the fourth (4th) hour plus any additional hours beyond the four (4) as overload compensation on a release time or payment basis.

This agreement shall be implemented for the Spring 2006 semester.

18. **Testing Coordinators.** Individuals holding the title "Testing Coordinator" shall be compensated in one of the two groups listed below. Group I Testing Coordinators include English Basic Skills ("EBS") and American Language Program ("ALP") Levels 0 to 3. Group II Testing Coordinators include ALP Speech. The additional stipend indicated below shall be paid as compensation for work that may be needed during Summer Sessions I and II. All Testing Coordinators may elect to use contact/credit hours as either in-load release time or by redemption payment at the rate of \$,1,000.00 per contact/credit hour for the Fall and Spring semesters only (as in the case of Academic Department Chairs). When a Testing Coordinator elects to redeem for payment the contact/credit hours, these contact/credit hours shall not count toward a Group "T" faculty members' contractually allowed maximum overload. Testing Coordinator compensation payments shall be disbursed according to the Academic Department Chair payment schedule.

Testing Coordinators	Fall	Spring	Sum I & II	Jan / Aug	TOTAL	STIPEND
Group I	3	3	(See above)	(N/A)	6.00	\$1,000.00
Group II	1.5	1.5	(See above)	(N/A)	3.00	\$500.00

19. **Cash Payments** for employees who are entitled to receive said payment under the College's Health Benefits Waiver Program shall be initially set at forty-six percent (46%) of the savings, and that this amount shall be paid to the employee who waives coverage under this Program. The BCCFA recognizes that the Bergen Community College Board of Trustees has the sole authority to determine the amount of cash payment, except as may be limited by law or regulation.
20. **Nursing Department** faculty members shall be paid a stipend of \$2,400.00 for nursing clinical preparation time for each ten hour nursing clinical per semester (. \$1,200.00 for one-half (1/2) semester; and \$3,600.00 for one and one-half (1.5) semesters). Such stipend shall be in addition to the one hour of release time Nursing Department faculty members receive.
21. **Effective as of Summer I Session 2012**, the Faculty Senate Chair (President) shall be granted six (6) released credit/contact hours for summer sessions. These six (6) released credit/contact hours will not be counted toward the contract year maximum overload as established in this Agreement. Three (3) of these credit/contact hours shall be paid during the Summer I Session, and three (3) shall be paid during the Summer II Session.
22. **Learning Community/Block Program** faculty participants shall be compensated one (1) contact/credit hour of overload for each course and/or course section he/she teaches in a Learning Community context in the semester before the Learning Community course commences; and one (1) contact/credit hour overload for each course/course section he/she teaches during the first semester in which the Learning Community course is taught; and one-half (.5) contact/credit hour for each course/course section he/she teaches per semester thereafter up to a maximum of four additional semesters beyond the initial semester. Learning Community overload compensation shall not be included in a faculty member's overload maximum for each contract year.

The Learning Community/Block Program Coordinator shall receive six (6) contact /credit hours as in-load or overload per fall and spring semesters, and three (3) contact/credit hours overload for the Summer I Session.

The introduction to the college experience course and program Coordinator shall receive twelve (12) contact/credit hours of release for each of the fall and spring semesters, and six (6) contact/credit hours for the Summer I, and six (6) contact/credit hours for Summer II Sessions.

ARTICLE VIII – LOAD

1. The teaching load for Group "T" faculty shall not exceed thirty (30) contact hours per academic year, nor exceed twenty-one (21) contact hours per semester without compensation, as provided for in Article VII. If more than eighteen (18) contact hours are assigned in-load in a semester, then there will be no more than twenty-one contact hours permitted in that semester including overload. The President of the College may provide for extra compensation for teaching assignments beyond fifteen (15) contact hours during any semester. Every effort will be made by the Administration to give each faculty member a fifteen (15) hour contact load each semester. The faculty member is obligated to teach thirty (30) contact hours per academic year; however, if, under certain conditions, a faculty member's load is less than thirty (30) contact hours per year, the faculty member shall be assigned by the President of the College or his/her designee to an administrative responsibility, two (2) hours of administrative work being equivalent to one contact teaching hour, to make up the required thirty (30) contact hours of teaching, or said faculty member may be given an extra class assignment which could exceed the thirty (30) required contact hours. In this instance, the faculty member shall be paid for the extra hours beyond the required thirty (30) in accordance with established overload rates. This clarification in no way modifies or supersedes Article XIII, Paragraph d., Termination by the College of Tenured Faculty Appointments.

Flex' courses are regular credit bearing courses that commence at a later date than the start date of the regular fall and spring semesters, and/or have different end dates than the regular fall and spring semesters. Faculty members may teach flex courses as overload courses. Faculty members may teach flex courses to satisfy a faculty member's fifteen (15) credit in-load obligation of regular fall and spring semesters

2. Full-time Group "T" employees must apply in writing to their Dean/Director for consideration/approval of an eighty-percent (80%) load in a given fall or spring semester. If approved by the College, such employees shall receive eighty percent (80%) of their salary. Individuals on 80% load shall have no overload privileges in that semester. If scheduling issues result in requests for split 80% loads, e.g., 11-13, 10-14, the individual must agree and commit to the full year arrangement at the beginning of the academic year.
3. Overload teaching by faculty members up to six (6) contact hours per semester will be permitted at Bergen Community College or other institutions subject to the limits stated in

- #14. During the period of a sabbatical leave, a faculty member may work up to four (4) contact/credit hours during each semester.
4. Preferences for overload teaching shall normally be given to qualified members of Group "T" over adjunct faculty.
 5. No faculty member in Group "T" shall be required to teach, as part of his/her schedule, more than eight (8) contact hours per semester or three two (2) contact hour courses per semester between the hours of 6:00 p.m. and 10:30 p.m., nor more than two nights per week, without his consent; the aforesaid provision shall not apply when this necessitates the issuance of schedules to other tenured faculty members that otherwise would have violated this article. Courses scheduled prior to 8:00 a.m. shall be considered as overload courses.
 6. Members of Groups "C", "L", "R", "S", "E", and "A" may be required to work up to 40% of their work week after 6:00 p.m. – no more than a combination of two (2) nights or Saturday or, for those members affected by #8 below, Sunday assignments.
 7. In the event that a faculty member in Group "T" is required to teach on Saturday as part of his regular schedule, he/she shall have the following Monday off. No faculty member in Group "T" shall be required to render services on Saturdays for two (2) consecutive semesters.
 8. No members of Group "L" or non-teaching members of Group "A" assigned to the Library and who were hired prior to July 1, 1993, shall be required to work on Sunday as part of their normal schedule without their consent. Those members of Group "L" and non-teaching members of Group "A" assigned to the Library and who were hired after June 30, 1993, may be assigned work on Sunday as part of their normal schedule (except as limited by Article VIII, Paragraph 6 above).
 9. Full-time faculty members engaged for the first time on or after July 1, 1970, may be explicitly engaged to teach a full schedule after the hour of 6:00 p.m. daily. Members of Group "A" and non-teaching faculty hired on or after July 1, 2002, in Groups "S", "C", "L", "R", and "E" may be explicitly engaged for up to 60% of their schedule after the hours of 6:00 p.m. daily. They shall be designated "Evening Session Faculty". Annually, "Evening Session Faculty" shall be given priority for appointments as day session faculty members, if such vacancies exist.
 10. Faculty in Group "S" shall have thirty-four (34) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day, no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour). No more than four (4) of these hours shall be scheduled after 6:00 p.m. on more than two (2) days of the week without the member's consent except as modified by items Article VIII, Paragraph 6.
 11. Faculty in Group "C", "L", "R", & "E" shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively (with the exception of the lunch hour and/or dinner hour).

12. A reduced force of members of Groups "C", "L", and "R" sufficient to maintain and fulfill the public service responsibilities of the Library and Learning Resources Center, the Office of Admissions and Registration, the Continuing Education Division, and of Group "A" members of all divisions, shall be permitted during the fall and spring recesses. Whenever possible, 50% staffing coverage will be available during designated "skeletal coverage" periods. The numbers are to be approved by the President of the College or his/her designee.
13. Members of Group "A" are twelve (12) month employees and shall have thirty-five (35) scheduled hours of work per week. They shall be required to work no more than seven (7) hours on any given day and no more than five (5) days in any given week. These hours shall be scheduled consecutively on any day, with the exception of the lunch hour and/or dinner hour and may not be varied in any manner unless mutually agreed to by the Association and the College.
14. Overload teaching during the fall and spring semesters shall not exceed six (6) contact hours per semester. In the event that mode scheduling or course credit prevents a member of Group "T" from teaching six (6) overload hours in a semester, the Group "T" member may teach up to seven and one-half (7½) equated contact hours in either the fall or spring semester to achieve the intent of his/her having the opportunity to teach twelve (12) overload hours during the fall and spring semesters combined. Exceptions will be individually evaluated by the Academic Vice President, but only in the case of "moding."

Faculty members engaged to teach other than during the fall and spring semesters may teach up to nine (9) contact/credit hours in any one summer session.

Overload teaching shall not exceed twenty-four (24) contact/credit hours in any one contract year (July 1 to June 30), excluding January/August sessions (if offered by the College).

15. Preference for overload and summer session teaching shall normally be given to qualified faculty members of Groups "T", "A", "C", "L", "E", "R", and "S" over lecturers and adjunct faculty.
16. Procedures for the assignment of all overload shall be as follows:
 - a. Qualifications to teach the overload course(s) will be determined by the Dean of the relevant division, subject to approval by the Academic Vice President or his/her designee.
 - b. Overload course assignments will be allocated to persons in Group "T" holding rank within the relevant discipline in the following order: Professor, Associate Professor, Assistant Professor, Instructor, Associate Instructor, Lecturer. For the purpose of scheduling overload in the fall and spring semesters only, Lecturers shall be treated as part of Group "T".
 - c. The number of years in rank will determine the priority within that rank. In the event of a tie, the total number of years of service at Bergen Community College will govern.
 - d. Overload course assignments will be made by assigning one (1) course to each faculty member until all full-time faculty members have been offered one course in the

discipline. It is understood that individual courses up to four contact/ credit hours will be considered one course. Individual courses having more than four (4) contact/credit hours will be considered to be a second course. Additional assignments will be scheduled on the same rotating basis as outlined above until all overload courses have been scheduled, or all faculty members have been offered the maximum number of overload contact hours that they are permitted to teach under this agreement. It is the parties' intent that overload assignments for qualified faculty members will be distributed as equitably as possible.

- e. In the event of a course cancellation, the faculty member of highest rank with the most number of years in that rank has priority rights to other courses, provided she/he is qualified.
 - f. Faculty members in group "T", who are qualified to teach in more than one discipline, may only enter the rotation for course assignment in their primary discipline, that is, the one in which they maintain voting rights. They may request overload assignments in the other discipline(s) only after all primary full-time members of that discipline have their assignments.
 - g. Group "T" members of academic disciplines have priority in all academic disciplines over Groups "A", "C", "L", "R", "E", and "S" members of non-academic divisions. After all full-time Group "T" members have been accommodated, qualified members of Groups "A", "C", "L", "R", "E", and "S" will be considered in accordance with the discretion of the Dean of the relevant Academic Division, subject to the approval of the Academic Vice President and consistent with Article VIII, Paragraph 16.a., above. Overload teaching compensation will be at the appropriate overload rate, as established in this agreement. Overload teaching cannot be in conflict with a member's primary job responsibilities or the needs of the home department. Members of Groups "A", "C", "L", "R", "E", and "S" must have their overload teaching schedules authorized by the appropriate Vice President/Dean/Director.
17. Summer session tentative assignments shall be issued by the Divisional Dean not later than three (3) weeks prior to the start of a summer session. A faculty member must indicate intent to teach in the summer at least four (4) weeks prior to the start of a summer session. Any request received after this time will be considered outside of the procedures for the assignment of overload.
18. a. When a faculty member is requested to make a major educational effort by the President of the College or by an appropriate Vice President, which educational effort is not otherwise specified or provided for in this Agreement, the member will receive appropriate release time consideration by the Administration. The Association shall be requested to give advisory consultation.
- b. Every fall, spring, and summer semester, after the consultation required by Article VII—Load, § 18, the College shall supply to the BCCFA President, or his/her designee, a complete report of all members who will receive in-load and/or overload release time. Such report shall contain the faculty members' name, number of release contact/credit hours, indication of the release time as in-load and/or overload, and a brief description of the purpose of the release time.

19. January and August sessions/semesters. The following provisions shall govern August and January semesters/sessions, if offered by the College.

- a. Overload teaching assignments for each August and January semesters/sessions shall be limited to six (6) credits per each semester/session.
- b. Article VIII-Load § 4 of this Agreement shall govern August and January semesters/sessions.
- c. Teaching load assigned in August and January semesters/sessions shall not count toward the maximum limit of twenty-four (24) overload credit/contact hours in any one academic year (July 1 to June 30) specified in Article VIII-Load § 14 of this Agreement.
- d. Article VIII-Load § 15 of this Agreement shall govern August and January semesters/sessions.
- e. Article VIII-Load § 16 of this Agreement shall govern the procedures for assigning load in August and January semesters/sessions. The procedures of Article VIII-Load ¶ 16 shall be applied to each August and January semester/session (e.g., the procedure using seniority for load assignment shall be applied anew to each August and January semester/session).
- f. January and August semester/session tentative assignments shall be issued by the Divisional Dean not later than three (3) weeks prior to the start of an August or January semester/session. A faculty member must indicate his/her intent to teach in August and January semesters/sessions at least four (4) weeks prior to the start of an August or January semester/session. Any teaching request for August or January semesters/sessions received after this time will be considered outside of the procedures for the assignment of overload articulated herein.

20. Faculty Advising. All faculty members in Group "T" shall be required to serve fourteen (14) hours per fall and spring semesters advising students. A faculty member who elects to be a Group Mentor (as outlined below) may use his/her office hours for advising responsibilities; if a student in one's current courses attends a faculty member's office hour, then that student shall receive priority over group advising activities. Academic Department Chairs ("ADC") will not have an advising obligation (per ADC MOA). Faculty shall elect annually to provide advising in one of the two modes (or some combination thereof) listed below. Faculty members shall inform his/her Dean of his/her choice by the second Friday in April for the following academic year [with the exception of the Fall 2009 term, for which the deadline shall be May 15, 2009.] Faculty members who elect to serve in the Advisement Center, and who wish to perform their duties under this Memorandum of Agreement prior to the beginning of fall and spring classes, may do so with the consent of their respective Academic Department Chair. Newly hired faculty, understood to be hired for September 1, 2009 and thereafter, in lieu of providing student advisement in their first year of employment, shall attend New Faculty Advisement Training to be scheduled in both the fall and spring semesters of their initial year of service, not to exceed a total of four (4) seven hour days in length. The College shall give reasonable notice of the Orientation schedule to the newly hired faculty members, ADCs, and the BCCFA Executive Committee. Faculty members who offer new faculty orientation and advisement

training services will have such hours deemed as satisfying the respective student advising obligation.

- (1) Group Mentor. Group mentoring may be done asynchronously, through an online course shell or other group communication tool, or on campus or in other locations in various modalities, subject to the needs of the department as determined by a committee of all the active faculty members in the department. Groups shall be established on the basis of an academic discipline, degree program, or other special academic interest or need, and may include student attendees at Developmental Placement Workshops, Admissions Open Houses, and Majors Fairs.
- (2) Advisement Center Staff. Advisors shall provide one-on-one or group advisement through the redesigned "One Stop" Admissions/Registration Center. This service may be performed in the physical center, other locations on campus (e.g., in-person registration), or online (such as through the monitoring of an online chat session).

If training is desirable and necessary for any of the advising modalities above, the time spent in such training for faculty members will be deemed as satisfying the respective number of hours in either the semester the training occurs or in the next semester the faculty member has such advising responsibility.

21. Bergen Community College hereby establishes a release time program for tenure-track and tenured faculty members. Individual tenure-track and tenured faculty members may request course (and/or contact/credit hour) release time from his/her contractual load for scholarly research, scholarly/creative projects, and other special projects. Applications for such release time are made to the Office of the Academic Vice President. The Academic Vice President ("AVP") shall make the final decision on awards of such release time subject to the approval of the President of the College and the Board of Trustees.

- a. All tenure-track and tenured individuals possessing faculty rank are eligible for scholarship/research release time. Once awarded, the release time may be extended subject to continuing approval for up to a total of ten consecutive semesters. The release time will be awarded and approved by the AVP on a semester basis. Only one application for each potential five year award need be submitted.
- b. Applications must contain a description of the proposed project or research.
- c. Awarded release time cannot be concurrent with a faculty member's sabbatical or leave of absence. If a faculty member is awarded a sabbatical during a time period in which a release time award was granted, then the release time award shall cease for the period of the sabbatical and thereafter may be continued until the maximum of ten semesters is exhausted.

d. Awarded and approved release time will be granted on a semester-by-semester basis for both fall and spring semesters. Awarded and approved release time shall be no more than one course (or its equivalent) per semester. Faculty members receiving such approved release time must be able to demonstrate progress on the scholarly project, as determined by the Faculty Scholarship Release Time Committee and the AVP.

e. A Faculty Scholarship Release Time Committee is hereby established for the purpose of selecting meritorious applications for release time awards. This Committee shall consist of three members: one Academic Dean, the current Faculty Senate Chairperson or his/her designee, and the current Chairperson of Faculty Development or his/her designee. The Academic Dean shall be appointed by the Academic Vice President. The Committee may ask for additional materials from applicants and/or make specific inquiries with respect to a candidate's application. The Committee shall forward seven (7) names to the Academic Vice President for his/her consideration. A majority vote of the Committee will be used for determining the recommendations. If the AVP decides with reasons to reject a recommendation (or recommendations) of the Committee, then the AVP shall ask the committee for another recommendation to replace each rejected application. No eligible person shall be arbitrarily or unfairly rejected. The Committee shall forward its recommendations to the Academic Vice president for his/her final approval. If no application is deemed worthy of release time, then no awards of release time shall be given for that application period. Having an application rejected does not preclude a faculty member from submitting applications in the future.

f. Faculty members who are awarded course and/or contact/credit hour release time may be permitted to teach overload up to their contractual limits. Faculty members who are awarded such release time shall be paid their contractually entitled base salaries during the award periods.

g. Exchanging release time awarded under this program for money is not permitted. Such release time may be concurrent with a faculty member's awarded release time for other reasons, or under other contractual terms and/or programs (e.g., special administrative projects, Academic Department Chairperson release time, grants). A faculty member who has been awarded release time under this program may cease to participate by requesting same in writing to the Academic Vice President. Under such conditions, the Academic Vice President shall reconvene the current Faculty Scholarship Release Time Committee to select another candidate from the applications submitted during the immediately previous application period.

h. If it is deemed by the Faculty Scholarship Release Time Committee that a faculty member who has been awarded scholarship release time is not in compliance with the Faculty Research and Scholarship Program, or its spirit and intent, the Committee may recommend to the Academic Vice President that a penalty may be administered. This penalty shall consist of (1) termination of the awarded release time, and (2) ineligibility for the Faculty Research and Scholarship Program for the following five years. Thereafter, a faculty member is again eligible to apply for scholarship release time. A penalty shall not commence during a semester; the penalty shall begin at the end of the semester during which said penalty was

determined. The names of penalized faculty members, and the conditions under which such penalty occurred, shall remain confidential among the Committee members and appropriate administrators, and shall not be broadcast in any fashion to any audience.

ARTICLE IX – SCHEDULES FALL AND SPRING SEMESTERS

1. Full-time faculty members will complete a request for their in-load teaching by June 1 for the fall semester and by November 1 for the spring semester. The request form will include courses, days, times, and number of preparations, in priority rank order. Said members will be notified of their tentative in-load schedules by July 1 for the fall semester and by December 1 for the spring semester. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes as determined on the day of scheduled class cancellations. Group "T" members must be available to have their schedule changed, if they desire, on that day.
2. Teaching schedules, except for those persons teaching rotational courses, shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed seven (7) hours in any one day, and shall accumulate to no more than thirty (30) hours per week whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class on that day and the beginning of the first class on the next day. The above shall not apply when this necessitates the issuance of schedules to other tenure-track faculty members that otherwise would have violated the terms of this Paragraph.
3. Every effort will be made to insure that there shall be no more than three (3) consecutive classes (class sessions) as part of a faculty member's full-time teaching schedule.
4. Every effort will be made to have no more than three (3) different class/course preparations within a faculty member's full-time teaching schedule.
5. Each instructor's teaching schedule must be arranged so that she/he has classes on at least four (4) days, except for rotational courses, and has one (1) posted office hour on each of three (3) of those days. A fourth (4th) office hour must be made available each week on an appointment basis. (See exceptions in Article XX– Distance Education.)
6. **SMALL CLASS SIZE OPTIONS – LOAD AND COMPENSATION**

The Administration and the Faculty Association mutually agree as follows:

- a. As an alternative to canceling a class because of insufficient registration, the Divisional Dean may at his discretion utilize the following approach and authorize a "small class". Every effort will be made to keep the number of such classes to a minimum. This approach will not be used with Laboratory type courses (e.g. Science, Health Professions, et cetera.).

- b. It is understood that the small class formula will not be used in Nursing Labs, Health Professions Labs, or in the following classes:

Calculus I
Calculus II
Calculus III
Differential Equations

- c. Small Class Size Prorated Compensation. The Divisional Dean, with the consent of the faculty member, may utilize the following approach and authorize a "Small Class". Every effort will be made to keep the number of such classes to a minimum.

No individual section of B or C mode is to be assigned small class size.

The faculty member shall meet the full number of contact hours assigned to the class. Compensation will be based on the number of students enrolled as follows:

<u>Students</u>	<u>Contact Hour Compensation **</u>
11	0.95
10	0.90
9	0.85
8	0.80
7 or less	0.75

** In-load or overload as appropriate. If the enrollment drops to zero during the semester, overload payment will be prorated for the portion of the semester during which the course actually ran or for in-load, an equivalent administrative assignment will be made available, if possible, for the balance of the semester.

OR

- d. "PSI" (Personalized System of Instruction) classes" are defined as those having four (4) to eleven (11) students enrolled. Meetings and contact hours calculations are to be as follows:

	<u>Student Class Hour(s)</u>	<u>Faculty Contact Hour Compensation**</u>
2 Contact Hour Courses	1 hour (PSI)	1.5
3 Contact Hour Courses	1½ hrs. (PSI)	2.25
4 Contact Hour Courses	2 hrs. (PSI)	3.00

- e. The instructor is to motivate the students to achieve in the one (1) weekly meeting essentially the same work as is accomplished in one (1) week of regular classes. The instructor may use the first half of that meeting to determine how well students have mastered last week's tasks. The second half of the meeting can be used to explain the material of the current week's work and give the students their specific tasks.

ARTICLE X – LECTURE MODES AND CLASS OVERLOAD COMPENSATION

1. The Board will endeavor not to exceed student enrollment in courses as follows:

Computer Laboratories (Business & Math/Computer Science)	24
Laboratories (Science, Biology et cetera)	28
English Composition & English Skills	22
All other courses	42

In the event that class size exceeds the above standard, calculated as of the tenth (10) day of classes, the Faculty Association may negotiate faculty remuneration for the teaching of students in excess of such class size standards.

The student enrollment for nursing clinics shall be in accordance with the criteria specified by statute (NJSA 45:14) and regulation (NJAC 13:37).

2. Large Lecture Modes

A lecture mode is determined by the number of course sections which it encompasses, not by the number of students in the mode. Type A Mode consists of a single section of any given course. Type B Mode consists of two sections of any given course, meeting anywhere between one-third and two-thirds of the weekly hours together. Type C Mode consists of three or four sections of any given course, meeting anywhere between one-third and two-thirds of the weekly hours together.

Contact load for modes shall be as follows:

<u>15 week semester</u>	<u>= 50 Minute Period</u>	<u>75 Minute Period</u>
Type A course meeting	= 1 contact hour	1.5 contact hours
Type B course meeting	= 1.5 contact hours	2.25 contact hours
Type C course meeting	= 2.0 contact hours	3.0 contact hours

3. Science Modes

For Science courses, the following will demonstrate the scheduling of modes:

<u>Lecture Mode</u>	<u>Lecture Size</u>		<u>Minimum Number of Labs</u>
A	0	28	1
A	29	42	2
B	43	56	2
B	57	84	3
C	85	112	4
C	113	140	5
C	140	168	6

4. Information Technology Modes

For Information Technology courses, the following will demonstrate the scheduling of modes:

<u>Lecture Mode</u>	<u>Lecture Size</u>	<u>Minimum Number of Labs</u>
A	1	24
A	25	42
B	43	48
B	49	72
B	73	84
C	85	96
C	97	120
C	121	144

Nothing in the preceding language shall state or imply any limitations on the number of students enrolled in sections or modes subject to any other provisions of Article X.

5. An instructor who teaches a Type "B" or "C" lecture is also to teach the recitations for that course meeting. This does not apply to laboratories. Exceptions to this may be made only by the Academic Vice President.
6. Mode assignments that bring a Group "T" member's teaching load beyond fifteen (15) contact hours will not be made until all Group "T" members of the relevant department are provided the opportunity to obtain full teaching loads, except as provided for in Article VIII, Paragraph 1.
7. Cooperative Work Experience

Instructors teaching Cooperative Work Experience shall be compensated on the following basis:

1 - 7	students	= 1 contact hour
8 - 15	students	= 2 contact hours
16 & 17	students	= 2.25 contact hours
18 & 19	students	= 2.50 contact hours
20 & 21	students	= 2.75 contact hours
22 & 23	students	= 3.00 contact hours
24 --	students	= 3.25 contact hours

8. T.V. Courses

T.V. course compensation shall be based upon a faculty member's in-load or overload rate, depending upon the assignment made by the appropriate Dean.

Student enrollment up to eleven students shall be compensated in accordance with the "Small Class Size" reduced hours formula established in this Agreement (see Article IX, Paragraph 6.c. With student enrollment from twelve to fifty-two students, the instructor shall receive one contact hour per credit. From 53 students through 59 students, compensation shall be 1/45.

60 --95 students B mode compensation 1.5 contact hours

96 -130 students C mode compensation 2 contact hours

9. Class Overload Compensation

- a. Faculty will be compensated at the appropriate fractional part-time rate for each student in each of their classes, both in-load and overload, in which students receive final grades of A, B, B+, C, C+, D, N and R or F and are in excess of the class sizes indicated below:

Course Students

Laboratories (Science, Biology, et cetera): 25

Developmental Mathematics: 35

All other courses: 35

- b. The following fractional part of a faculty member's part-time rate shall be used in computing her/his overload class size compensation:

Course Rate

Laboratories (Science, Biology, et cetera): 1/25

Developmental Mathematics: 1/35

All other courses: 1/35

ARTICLE XI — FRINGE BENEFITS

1. The Board agrees to provide each member at the Board's own cost and expense with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or its replacement the New Jersey School Employees Health Program. The Bergen Community College Faculty Association shall have the right of determining that the plan provides equal or better coverage. The Association shall rely on certification by the New Jersey Education Association ("NJEA") Research Division to determine that the proposed plan provides comparable benefits to the existing plan. If it is deemed that the proposed plan is not so comparable, the NJEA shall provide a written report to justify their conclusion.

The Board will provide each member and one dependent with a dental plan which is equal to or better than the Delta Dental Plan. The Board will pay prevailing premiums.

The Board agrees to provide a family optical program which provides one eye examination per year, and lenses and/or frames once during each twenty-four (24) month period, provided that service is performed by a member/network physician, optometrist, or optician. Otherwise, the plan will provide partial reimbursement.

2. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Domestic Partnership Act (the "Act") *N.J.S.A. 26: 8A-1, et. seq.* or the Civil Union Law (the "Law"), *N.J.S.A. 37: 1- 28, et. seq.*

In order to form a domestic partnership under the Act, both persons must share a joint residence and be otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property. Both persons must agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of eighteen (18), be of the same sex, and not have been a partner in a prior domestic partnership in the past one-hundred eighty (180) days. Lastly, to effectuate the partnership, both persons must jointly file an Affidavit of Domestic Partnership with the local registrar. Benefits received by a domestic partner are taxable.

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 eighteen (18) years of age, except as provided in section 10 of the Law.

The College reserves the right to request verification from an employee and civil union or domestic partner to determine whether they have met the requirements set forth above.

3. The College agrees to pay, up to the rate charged per graduate credit at Rutgers, The State University of New Jersey, for a maximum of twelve (12) credits per year, for graduate or self-improvement studies for members approved by the President of the College or her/his designee. Members may also elect to take, at Bergen Community College, up to six (6) credits per semester, or six (6) equivalent non-credit course improvement studies approved by the President or her/his designee without payment of tuition, excess contact hour fees, and technology fees, provided space is available. Special fees, such as for Applied Music courses, shall not be waived. However, it is clearly understood that in no case may a member take more than six (6) semester credit hours in any semester, exclusive of summer sessions, in any combination of Bergen Community College courses or courses at another institution, without prior approval of the President of the College or her/his designee. It is further agreed that, for those members who qualify, a maintenance of matriculation payment of up to the Rutgers, The State University of New Jersey rate for each semester up to four (4) semesters shall be allowed. At the beginning of each contract year, the Director or Executive Director of Human Resources shall consult with the BCCFA to establish the Rutgers, State University of New Jersey graduate tuition rate that shall be used for tuition reimbursement for members during the contract year.
4. A spouse of a full-time member will be permitted to take up to six (6) credits per semester, without payment of tuition, excess contact hour fees, and technology fees, at Bergen Community College and to enroll in any classes for which they meet entrance requirements, provided space is available. Special fees such as for Applied Music courses shall not be waived. A spouse of an employee shall be given preference over other employees for mandatory courses needed to complete degree requirements, provided she/he is a matriculated student. Dependent children of full-time members may attend any Bergen Community College course for credit without payment of tuition, excess contact hour fees, provided such dependent child shall be subject to the same rules and regulations, including admission requirements, as regular students of the College. "Dependent child" status as it pertains to tuition reimbursement ceases at the end of the calendar year in which the dependent child attains the age of twenty-four (24) years. Any college employee, employee's spouse, or dependent child who enrolls in a BCC course(s) on a tuition-free basis shall not be counted in determining any statistics related to faculty overload or pupil contact hours.

Tuition-free registrants shall only be financially responsible for forty percent (40%) of the general fees and the entire Security/Safety fee levied by the College on student tuition. Tuition-free registrants shall not be subject to any other fees except those indicated in the previous sentence. This shall be effective September 1, 2011.

Employees or their spouses shall not be blocked or prohibited from registering for a course section that is otherwise closed because the course section has reached the established maximum enrollment. Employees or their spouses may be blocked or prohibited from registering for closed course sections for courses in which enrollment above the established maximum would be a violation of law, or jeopardize safety, or would hinder the proper performance of course requirements for the employee, or spouse, or other students (e.g., laboratory rooms, classrooms with limited, necessary computer terminals and/or software).

5. The Board shall provide annual medical examinations for Technical Assistants who are exposed to potentially hazardous chemicals, or who work in the College's X-ray laboratories. The examination shall be performed by a College-appointed physician, or the employee may, upon College approval, elect to use his own physician, in which case she/he shall be reimbursed, upon submission of a physician's bill, up to sixty dollars (\$60.00). Request for reimbursement must be made not later than June 1st of each contract year.

ARTICLE XII – LEAVES OF ABSENCE

All leaves, except for sick time, must be applied for in application form in accordance with procedures adopted by the President of the College or his/her designee.

1. Sick Time
 - a. Each full-time member shall be entitled to annual sick time of fifteen (15) days, to be used for absences caused by illness or physical disability. Any member hired mid-year will be placed on a ten (10) month contract for the remainder of the year, and all sick leave, personal leave benefits, plus Group "A" vacation time shall be prorated in accordance with the number of active employment months. Twelve (12) month members shall be entitled to one (1) extra sick day. A member is entitled to a maximum of three (3) partial sick days, which shall not be charged against sick leave, providing the member meets any part of his/her scheduled obligations on said days. If an illness or disability exceeds one day, a member shall not be charged for days against sick time on which he/she has no scheduled obligations. Scheduled obligations shall be understood to include, in addition to teaching classes, office hours, Fall, Winter, and Spring Faculty Conferences, discipline meetings held during the regularly scheduled faculty meeting hours, registration and/or advisement assignments as agreed to, and certain other professional obligations such as accreditation committees.
 - b. If a teaching faculty member is absent due to illness for a full semester, he/she shall be charged sixty-five (65) sick days, representing sixteen (16) weeks of instruction at four (4) days per week plus one (1) day for absence from the General Faculty Conference.

- c. Unused sick days shall accumulate year to year, with a maximum of fifteen (15) days accumulated during any one year. The College shall advise each member, in writing, as to the number of accumulated sick leave days, he/she has, on or before June 30th of each year.
- d. If a full-time faculty member is absent during other than fall and spring semesters, for more than five (5) consecutive scheduled work days due to illness or disability, he may request and be granted, upon presentation of a physician's certification of illness, sick leave payment using his accumulated sick leave. However, if a member has been out on sick leave for the previous spring semester, he/she has no entitlement to sick leave payment for continuing absence during any summer session, except as specified below.
- e. If the member has requested overload for any summer session, completes 50% of his/her course schedule obligation, and then becomes ill, sick leave payment may be granted, subject to medical documentation and/or evaluation by the College Physician.
- f. 1) Each faculty member, after age fifty-eight (58) with ten (10) years of continuous service, or after fifteen (15) years of continuous service, shall receive, upon retirement, one-half (1/2) of his/her unused accumulated sick leave at the daily rate, based upon the member's salary at the time of retirement, subject to the maximum below. The daily rate is 1/200 of the member's base ten (10) month salary, which excludes any differential percentage for an eleventh (11) month of employment or any other remuneration beyond the ten (10) month salary.
- 2) The maximum amount upon retirement for a given year shall be \$17,500. In the event of a member employee's death prior to retirement, regardless of age or length of service, his/her beneficiary shall be paid one-half (1/2) of the member's unused accumulated sick days at the daily rate based upon the employee's salary at the time of death, to a maximum of \$17,500. In compliance with New Jersey P.L. 2010 Chapter 3, members hired on or after May 21, 2010 shall be subject to a \$15,000.00 maximum payout at retirement for accumulated sick leave.

Note: To be eligible for payment for accumulated sick leave, as noted in this Article, "retirement" is defined in accordance with the rules and regulations of the State of New Jersey approved pension plan(s).

g. In medical emergency circumstances, a member of the bargaining unit without sufficient sick days to cover the period of the medical emergency ("affected member") may receive and use sick days obtained from the Emergency Sick Day Bank, which is hereby established at Bergen Community College. Emergency medical circumstances shall be determined on a case-by-case basis, and such determination must be requested by one of the Parties and agreed to by the other Party. Members of the bargaining unit with greater than or equal to one-hundred five (105) sick days may voluntarily donate up to five (5) of his/her own accumulated and earned sick days per occurrence to the Emergency Sick Day Bank. Said sick days shall be subtracted from the donating member's total, accumulated and earned sick days and be deposited into the Emergency Sick Day Bank, and then transferred to the affected member's sick day account. Donations shall be made by a bargaining unit member by contacting the designated Human Resources employee and submitting and executing the appropriate

form. Donations may be made at any time. The Emergency Sick Day Bank shall be administered by the Human Resources Department of the College. A maximum of one-hundred (100) sick days per medical emergency occurrence may be transferred to an affected member's sick day account. A member of the bargaining unit shall be eligible for Emergency Sick Day Bank transfers for more than one medical emergency occurrence.

2. Bereavement – A maximum of three (3) days shall be allowed with pay, including overload, for absence for each death in a member's immediate family. "Family" shall mean father, mother, brother, sister, spouse, child, stepchild, grandchild, grandmother, grandfather, father-in-law, and mother-in-law. Members may apply for up to two (2) additional bereavement days to the President of the College or his/her designee. Overload payment shall be limited to three (3) days bereavement leave, when such leave is approved.

In the event of the death of a member of a member's family, other than those listed above, such as uncle or aunt, one full day, with pay, shall be allowed for the member to attend the funeral.

3. Personal Leave – Special leave for personal emergencies of not more than five (5) working days a year may be granted with pay by the President of the College or her/his designee.
4. Special Purpose Leave – Tenured members of the faculty may be granted leaves of absence for one year, without pay, for special purposes such as study, writing, research, graduate projects, public service, or for other purposes which may bring credit to the individual and the College. The Board may extend such leaves beyond the one year limit, upon recommendation of the President of the College. Upon returning from such leave(s), the faculty member shall be placed on the same step on the Salary Schedule on which he/she would have been placed had he/she remained at the College during that period. Should a member request and receive a third (3rd) year of leave, such member, upon return, shall be placed one (1) step above that which he held when the leave first commenced. During such leave, the faculty member may, at his option, pay premiums on medical insurance to the extent allowable and exercise whatever pension options are available for the period of the leave. (Please note: pension-related life insurance may be adversely affected by a leave.)
5. Sabbatical Leave – Sabbatical leaves may be granted for study and research, educational travel, restoration of health, or other pursuits as may contribute to professional growth.

The number of sabbatical leaves during any academic year shall be at the discretion of the Board. It is the intent of the Board to grant, as far as possible, sabbatical leaves,

taking into consideration budgetary limitations on granting such leaves and the recommendations of the President of the College.

To be eligible for sabbatical leave, a faculty member shall have served at least six (6) consecutive years at the College. Any leave of absence other than a sabbatical leave officially approved by the Board will be included in calculating the six (6) years.

Compensation during sabbatical leave shall be for full salary for one-half (1/2) an academic year, or one-half (1/2) salary for a full academic year. During the leave, the recipient shall retain the rights of regular employment, such as status on salary schedule, retirement, medical benefits, and tenure.

The application for leave shall contain a definite statement of the plan of study, travel or other activities.

Acceptance of sabbatical leave obligates the recipient to return for service at the College for at least one year following the sabbatical, unless such obligation is explicitly waived by the Board at the recommendation of the President of the College.

Employment during the sabbatical leave solely for increased income is incompatible with the purpose of the leave.

An eligible faculty member who wishes to be granted a sabbatical leave shall file an application for such leave, on or before the third Friday in October, for leaves scheduled to start during the next academic year.

The College-Wide Promotion and Sabbatical Leave Committee shall recommend to the President of the College eligible faculty members to be granted sabbatical leaves.

Applicants shall be notified of the final decision by the President of the College, no later than the last Friday in January of the academic year preceding the academic year during which the leave is to take place. If an approved candidate withdraws after this notification date, an alternate candidate from the recommended applicant pool may be considered by the President of the College.

A Faculty Contractual Calendar shall be developed annually by mutual agreement of the College and the Association.

Group A employees shall be permitted to apply for and be awarded sabbatical leave. To be eligible for sabbatical leave, a Group A employee must complete ten (10) years of continuous employment at the College. Sabbatical leaves granted to Group A employees shall not be included in the sabbatical allotment allowed and granted by the Board of Trustees of the College for faculty members. Group A applicants for sabbatical leave shall make their application in writing to the Academic Vice President of the College. The award of such sabbatical leave must be mutually acceptable to both the College and the Bergen Community College Faculty Association.

6. Maternity/Adoption Leave - A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the member's attending physician. The leave may be extended by application of the member to the President of the College, and with the approval of the Board. Salary step credit shall be

given up to a maximum of one year. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and with the rules and regulations established by the appropriate departments or agencies of the State of New Jersey.

Non-tenured members, including Group A, shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College, and with approval of the Board. No leave may extend beyond the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave, in conformity with the law and with the rules and regulations established by the appropriate departments or agencies of the State of New Jersey.

Members may elect to use sick leave in any combination with maternity leave.

7. Military Leave - A military leave, without pay, shall be granted to any member who shall be inducted, shall enlist, or shall be activated for one (1) enlistment period in any branch of the Armed Forces of the United States. Documentation must be provided by the member upon request.
8. Jury Duty - A full-time member shall receive full salary for the period of time during which he serves as a juror without loss of any other leave time. The member shall forward any jury pay in excess of \$5.00 (less compensation for mileage) to the College. Documentation must be provided by the member.
9. Concurrent Use of Leaves of Absence

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, New Jersey Security and Financial Empowerment Act Leave (New Jersey P.L. 2013, Chapter 82 ("SAFE Act"), or other leaves of absence (excluding jury duty leave, military leave or bereavement days) under Article XII, Paragraph 7, 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., their 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. A Group T faculty member who has worked one full calendar year shall be considered eligible under the FLMA one thousand two-hundred fifty (1,250) base hours requirement over the immediately preceding twelve (12) month period requirement, and/or the one thousand base hours requirement for the New Jersey FLA and/or SAFE Act.

ARTICLE XIII – CONSIDERATION FOR APPOINTMENT, REAPPOINTMENT, TENURE, AND PROMOTION

1. PREFACE - Bergen Community College seeks to attract, hold, and enhance the interests of the best qualified personnel who will most effectively instruct, guide the growth of, and advise students. These guidelines, therefore, emphasize three areas that represent the elements by which the College seeks to measure faculty effectiveness in carrying out its responsibilities.

- a. Teaching effectiveness.
- b. Scholarship and professional growth.
- c. Contributions to the Division, the College, and the Community.

The following statements list examples of the attributes under each of these categories that will be examined when members of the faculty are being considered for reappointment, tenure, and/or promotion. In evaluating non-teaching faculty for promotion in academic rank, the criterion of "Effectiveness in the Classroom" will be interpreted as effectiveness in his/her appropriate area of responsibilities.

2. SUGGESTED ATTRIBUTES OF TEACHING EFFECTIVENESS

- a. Mastery of subject matter in the discipline.
- b. Display of teaching skills, imaginative techniques, and effective methods of communication.
- c. Development of teaching materials.
- d. Indications of understanding and encouragement of students.
- e. Participation in a self-improvement program: assessing own abilities, exchange of ideas, self-criticism, etc.
- f. Emotional stability and maturity as shown by overt behavior.
- g. Physical stamina, vitality, vigor, and poise.
- h. Evidence of enthusiasm, initiative, and good interpersonal relationships.

3. SUGGESTED ATTRIBUTES OF SCHOLARSHIP AND PROFESSIONAL GROWTH

- a. Graduate courses and degrees.
- b. Honors or awards received from learned or professional societies.
- c. Papers read or discussed at meetings of professional or learned societies.
- d. Membership and activity in learned or professional societies.
- e. Research activities and grants.

f. Visiting professorships at other colleges or universities.

g. Professional consultation.

h. Publications:

1) Books.

2) Articles in professional journals.

3) Book reviews of related professional material.

4) Creative work in art, literature, music, et cetera.

4. SUGGESTED CONTRIBUTIONS TO COLLEGE, DIVISION, AND THE COMMUNITY, WHICH MAY INCLUDE THE FOLLOWING:

a. Advancing the best interests and objectives of the College, the faculty, and the students.

1) Committee activities.

2) Participation in community activities.

3) Service in research projects for community, industry, or government.

b. Leadership and sponsorship of, and responsibility for, student or faculty extracurricular activities.

c. Outstanding efforts in special phases of the College program, such as Admissions, Counseling/Advising, Registration, Commencement, Publications, Placement, or Public Relations.

d. Special contributions within a discipline.

e. Contributions to stimulating growth in the teaching skills of others.

5. APPOINTMENT AND REAPPOINTMENT

a. Statement of Terms of Appointment - (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank"). (Article XIII, Paragraph 7.)

1) Every initial and subsequent appointment will be confirmed in writing, except for a faculty member who has tenure.

2) Appointments and reappointments for the period preceding attainment of tenure shall be probationary.

3) Notification, in writing, by the President of the College or his/her designee, of intentions to reappoint and acceptance of said reappointment by the member shall be in accordance with the schedule listed below. If a member is not being

reappointed, he/she shall be notified in accordance with the schedule listed in the second column below.

<u>Faculty serving</u>	Member recommended or not recommended for reappointment notified by President of his/her <u>intention by</u>	Member recommended for reappointment notifies President of his/her <u>intention by</u>
1st academic year*	1 st Friday in March	3 rd Friday in March
2nd academic year	1 st Friday in March	3 rd Friday in March
3 rd or 4th	3 rd Friday in February	1 st Friday in March
5 th academic year	2 nd Friday in January	4 th Friday in January
Group A	1 st Friday in April	3 rd Friday in April

* Members appointed after September 1 may be subject to a revised schedule for the initial reappointment process.

(Note: After the fifth reappointment Group "A" members are not required to submit an application for reappointment.)

- 4) The President of the College shall submit his/her recommendations to the Board at the next regular meeting of the Board. If the President recommends reappointment, but if the Board's decision is unfavorable, the member so affected will be notified by the President of the College as soon as possible.
 - 5) Appointments for less than one (1) year shall terminate at the end of the appointment period without any prior notice of termination.
- b. Termination of Appointment by the faculty member - A faculty member may terminate his/her appointment, effective at the end of an academic year, by giving notice in writing to the President of the College at the earliest possible opportunity, but not later than April 1. The faculty member may properly request a waiver, in writing, of this requirement of notice to the President of the College in case of hardship, or in a situation where he/she would otherwise be denied, as a result of meeting this requirement, substantial professional advancement or other opportunity. The President's decision in granting the request for waiver shall be final.
 - c. Termination by the College of Non-tenured Appointments - Denial of reappointment shall not be for reasons of residence, age, gender, marital status, race, religion, disability, national origin, or political affiliation. Non-tenured appointments shall automatically terminate at the end of the appointment period. Notwithstanding the aforementioned, non-tenured faculty members will be notified of the College's intent to reappoint or not reappoint them according to the schedule noted in Paragraph 5.a.3).

Non-reappointment of a faculty member shall be preceded by a meeting between the faculty member and an appropriate administrative officer before formal action is taken.

Non-tenured faculty members who have been denied reappointment have recourse to grievance procedures established by the Agreement between Bergen Community College and the Bergen Community College Faculty Association.

- d. Termination by the College of Tenure Appointments - Termination of tenure appointments shall be in accordance with the tenure law(s) of the State of New Jersey.

Where termination of a tenured appointment is based upon financial exigency or *bona fide* discontinuance of a program or discipline, the faculty member concerned shall be given notice as soon as possible, and never less than twelve (12) months prior to the effective date of his/her termination; or, in lieu thereof, he/she shall be given one (1) academic year of severance pay at his/her current salary. Before terminating an appointment because of the abandonment of a program or discipline, the institution will make every effort to place affected faculty members in other suitable positions at the College. If an appointment is terminated before the end of the period of appointment because of financial exigency, or because of discontinuance of a program of instruction, the released faculty member's place shall not be filled by a replacement for a period of at least two (2) years, unless the released faculty member first has been offered reappointment to his/her original position. The faculty member shall accept or decline the said reappointment, in writing, to the President of the College within one (1) month of the date of the reappointment offer.

The one (1) academic year severance pay referred to in the preceding paragraph shall be offset by the amount of unemployment compensation that the faculty member receives within the year following his/her termination. In the event that the faculty member is engaged in full-time employment within the year following his/her termination, the new salary earned will be an offset of the said severance pay from Bergen Community College, up to the academic base salary that the faculty member would have earned at Bergen Community College, and he/she shall be entitled to receive up to one-half sick leave payment, as provided for in Article XII, Paragraph 1.e.

If the new compensation to the released faculty member is equal to the base salary that the faculty member would have earned at Bergen Community College, he/she will be entitled to the sick leave payment as outlined in Article XII, Paragraph 1.e., above. If the new compensation is greater than the base salary the released faculty member would have earned at Bergen Community College, the faculty member shall receive his/her sick leave payment, less the difference between his/her new compensation and the base salary that he/she would have earned at Bergen Community College, as outlined in the said Article XII, Paragraph 1.e., above. In the event that a faculty member obtains such other employment, he/she shall receive the proportion of the sick leave payment which is equal to that part of the year following his/her termination for which he/she is unemployed.

Layoff shall be implemented by identifying the discipline or division where over-staffing exists. Those serving probationary periods (non-tenured), shall be laid off first. Should further reductions be necessary, tenured faculty members shall be laid off in inverse order of their seniority (last tenured faculty member first). When circumstances shall be appropriate, each tenured faculty member laid off as aforementioned shall be reinstated in inverse order of his/her placement on layoff. A tenured faculty member who is laid off shall retain but not accumulate seniority.

If administrative reorganization necessitates a reassignment of members from one discipline to another, e.g., from English and/or Mathematics to a developmental department, the senior member of the discipline shall have first option to be reassigned or to refuse such reassignment. If one or more such reassignments are necessary, the seniority principle shall be honored as noted in this expression of intent.

e. After six (6) years in the bargaining unit, BCCFA Group A members shall only be subject to non-reappointment for just cause or a "reduction in force" ("RIF") as established by the College. If non-BCCFA members are transferred or moved into Group A of the BCCFA, their Job Security time shall be accrued from the beginning date of his/her full-time employment in his/her previous College bargaining unit.

f. Reappointment Due Dates.

Tenure-track faculty members shall perform the following tasks for reappointment and fifth reappointment with tenure.

First (1st) reappointment

Faculty candidates for first reappointment shall satisfy their fourteen (14) hours of Advising obligation for their first semester by attending no more than fourteen (14) hours of New Faculty Orientation Sessions. These sessions shall be scheduled at times and days that match the written convenience preferences of the newly hired faculty members.

Faculty candidates for first reappointment shall submit to their respective Deans by the fourth (4th) Friday in January of their first (1st) academic year at BCC the following:

1. Workload Context Report;
2. Professional Strengths Form/Report.

Faculty candidates for first reappointment shall submit to their respective Deans by the third (3rd) Friday in May of their first (1st) academic year at BCC the following:

1. Mentor Preference Form;
2. End of Year reflection Report.

Second (2nd) reappointment

For the purpose of supporting tenure track faculty member's research project, faculty candidates for second (2nd) reappointment shall be granted one course reduction (3 or 4

or 5 credit/contact hours) in the second semester of their second academic year of employment at the College. Faculty candidates for second (2nd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of September of their second (2nd) academic year the following:

1. Core Competency Goal Planning Form;
- and have one (1) meeting with the candidate's mentor and respective Dean.

Faculty candidates for second (2nd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of January of their second (2nd) academic year the following:

1. Progress Report for Core Competency Goals;
2. Updated and Revised Workload Context Report;
3. Revised Philosophy of Teaching Statement;
4. Record of Educational and Professional Activities Report.

Faculty candidates for second (2nd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of March of their second (2nd) academic year the following:

1. Draft of the Research-based Professional Development Project Form—Part I.

Faculty candidates for second (2nd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of April of their second (2nd) academic year the following:

1. Final Research-based Professional Development Project Form—Part I.

Faculty candidates for second (2nd) reappointment shall submit to their respective Deans by the third (3rd) Friday of May of their second (2nd) academic year the following:

1. End of Year Reflection Report.

Third (3rd) reappointment

Faculty candidates for third (3rd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of September of their third (3rd) academic year the following:

1. Core Competency Goal Form;
- and have one (1) meeting with the candidate's mentor and respective Dean.

Faculty candidates for third (3rd) reappointment shall submit to their respective Deans by the fourth (4th) Friday of January of their third (3rd) academic year the following:

1. Progress Report for Core Competency Goals;
2. Record of Educational and Professional Activities Report;
3. Revised Workload Context Report;
4. Interim Research-based Professional Development Progress Report.

Faculty candidates for third (3rd) reappointment shall submit to their respective Deans by the third (3rd) Friday of May of their third (3rd) academic year the following:

1. Research-based Professional Development Project End of Year Report—Part II;

2. End of Year Reflection Report.

Fourth (4th) reappointment

Faculty candidates for fourth (4th) reappointment shall submit to their respective Deans by the fourth (4th) Friday of September of their fourth (4th) academic year the following:

1. Core Competency Goal Form;
and have one (1) meeting with the candidate's mentor and respective Dean.

Faculty candidates for fourth (4th) reappointment shall submit to their respective Deans by the fourth (4th) Friday of January of their fourth (4th) academic year the following:

1. Progress Report for Core Competency Goals;
2. Record of Educational and Professional Activities Report;
3. Revised Workload Context Report;
4. Interim Research-based Professional Development Progress Report.

Faculty candidates for fourth (4th) reappointment shall submit to their respective Deans by the fourth (4th) Friday in March of their fourth (4th) academic year at BCC:

1. Draft of the Final Research-based Professional Development Report-Part III.

Faculty candidates for fourth (4th) reappointment shall submit to their respective Deans by the fourth (4th) Friday in April of their fourth (4th) academic year at BCC:

1. Final Research-based Professional Development Report-Part III.

Faculty candidates for fourth (4th) reappointment shall submit to their respective Dean by the third (3rd) Friday in May of their fourth (4th) academic year at BCC:

1. End of Year Reflection Report.

Fifth (5th) reappointment with tenure

Faculty candidates for fifth (5th) reappointment with tenure shall submit to their respective Dean by the fourth (4th) Friday in October of their fifth (5th) academic year the following:

1. Record of Professional Activities Report;
2. Revised Workload Context Report;
3. Revised Teaching Philosophy Statement Report;
4. Revised Professional Strengths Report;
5. Abstract of the Report of the Research-based Professional Development Project;
6. Research-based Professional Development Completion Form;
7. Summative Reflection Report on Personal Improvement of Past Four (4) Years;
8. Endorsement Form from Faculty Mentor.

6. PROMOTION (See "Minimum Requirements for Consideration for Appointment and Promotion to Academic Rank".) (Article XIII, Paragraph 7.)

- a. The number of promotions to be made for an upcoming academic year shall be determined by the Board after receiving the recommendations regarding this number from the President of the College, who shall consult with the College-Wide Promotion and Sabbatical Leave Committee regarding this number.
- b. There shall be two faculty composed, peer review promotion committees each academic year: each division shall have one Division Promotion Committee; and each Department shall have one Department Promotion Committee. A division and/or department in which no faculty member applies for promotion shall not establish a division and/or department promotion committee during that academic year. For promotion purposes, the Library Division and Student Services Division shall also function as departments. Thus, the Library and Student Services Divisions shall have both Division and Department Promotion Committees.

The Vice President of Academic Affairs shall provide copies of all promotion application packets to the appropriate Department Promotion Committee and the Division Deans by no later than the first Friday in November.

Each discipline shall establish a Discipline Promotion Committee by annual election to be held by those tenure-track faculty members who have accepted the invitation to return in September of the upcoming academic year. The Discipline Promotion Committee shall consist of one committee member for each five (5) faculty members, or part thereof, up to a maximum of five (5) faculty members. All committee members must be full-time tenured faculty; if there are insufficient tenured faculty to implement this requirement, non-tenured members may serve by election. Elections shall occur at the first department meeting of the academic year. If there are no faculty members eligible to serve on the Discipline Promotion Committee, the faculty member seeking promotion within that discipline may:

- 1) Ask any other constituted promotion committee in his/her division to consider and recommend to the Division Promotion Committee, his/her application for promotion; or
- 2) The faculty member may submit the application for promotion directly to his/her Divisional Dean.

An individual faculty member may request consideration for promotion by applying to his/her Division, or to his/her Department Promotion Committee, or to his/her Divisional Dean by the third Friday in October of the academic year in which the faculty member wishes to apply for promotion. No person who is being considered for promotion may sit on the Division or Department Promotion Committee that is considering that person's application for promotion.

The Committees shall consult with the Divisional Dean when evaluating faculty members for the purpose of recommending promotion. for consideration by the Division Promotion Committee. The Divisional Dean shall, at the same time, notify his/her Division/Department Committee of the persons being recommended for promotion. The Bergen Community College Executive Council, through the President

of the College, may submit a list of candidates for promotion to the appropriate Division Promotion Committee for consideration. The Division Promotion Committee shall supervise the general operation and procedure of the promotion process. Upon request from the Division Promotion Committee, the Divisional Dean shall make an oral presentation concerning a candidate(s) in his/her Division to the Division Promotion Committee.

The Vice President of academic Affairs shall submit by rank the list of candidates recommended for promotion by the Division Promotion Committees to the President of the College on or about the third Friday in March. The number recommended shall not exceed the number of promotion positions available.

A separate list of the candidates considered but not recommended shall be submitted to the President of the College at the same time.

Each Division shall select five (5) faculty members from the respective Division to serve on the Division Promotion Committee, who shall be selected no later than the first Friday in October. Those elected or appointed faculty members are ineligible to serve on the Department Promotion Committee. Three (3) members of the Division Promotion Committee shall be elected by the Division faculty at the Division's first meeting of the academic year. Two (2) faculty members shall be appointed by the Division Dean. For the purpose of promotion, the Library and Student Services shall function as a division.

The departmental faculty shall elect three (3) faculty members from each department to serve on the Departmental Promotion Committee, who shall be elected at the department meetings scheduled for September (or October if there are no Department meetings scheduled in September). Only tenured faculty members are eligible to serve on the Department Promotion Committee. If there are an insufficient number of tenured faculty members In the case of a Department with fewer than five (5) faculty members, department shall elect three (3) faculty members from *****.

The Department Promotion Committee shall submit its written recommendation on the established evaluation form to the Division Dean by no later than the first Friday in December.

The Division Promotion Committee shall submit its written recommendations on the established form to the Vice President of Academic Affairs by no later than second Friday of February.

c. Notification and Appeal

- 1) Candidates who are recommended by the Division Promotion Committees to the President of the College for promotion shall be so notified, in writing, on or about the second Monday in April, by the Vice President for Academic Affairs.
- 2) Candidates who were considered for promotion by the Division Promotion Committee, but who fell below the number of promotions approved by the Board

within each rank, shall be so notified, in writing, on or about the second Monday in April, by the Vice President of Academic Affairs.

- 3) Candidates who are not recommended to the President of the College for promotion by the Division Promotion Committees shall be so notified, in writing, on or about the second Monday in April by the Vice President of Academic Affairs.
- 4) An unsuccessful candidate, who wishes to do so, may make a request, in writing, to the Vice President of Academic Affairs, to be told in which quartile of the unsuccessful candidates his/her relative ranking by the College-Wide Committee fell; such request must be made no later than two (2) school days following the receipt of the notification from the Vice President of Academic Affairs. No later than two (2) school days after the receipt of this request, the Vice President of Academic Affairs shall notify the unsuccessful candidate, in writing, of his/her quartile position. Under no circumstances is the quartile position of any individual to be disclosed to anyone other than that individual.
- 5) An unsuccessful candidate, who wishes to do so, may appeal to the President of the College, in writing; such appeal must be made no later than five (5) calendar days following the candidate's receipt of the notification of his/her quartile position. No later than one (1) calendar week after receipt of this appeal, the President of the College or his/her designee shall arrange to meet with the candidate to discuss the appeal.
- 6) The President, on or about the fourth Monday in April, notifies the Vice President of Academic Affairs of the final promotion list to be presented to the Board.
- 7) The Board of Trustees' action on the President's recommendation shall take place at the next regularly scheduled meeting of the Board after the final list has been presented to the College-Wide Committee.
- 8) A candidate recommended for promotion by the Division Promotion Committee to the President of the College, but not promoted by the Board, may appeal that decision through the regular grievance procedure established pursuant to the terms of this Agreement. No other unsuccessful candidates for promotion are to have recourse to the grievance procedure on matters relating to promotion.

Note: Dates are subject to change. A calendar of specific dates is developed annually by mutual agreement of the College and the Association.

d. The College-Wide Sabbatical Leave Committee ("CWSC") shall consist of:

- 1) There shall be four permanent members of the CWSC:
 - a) The Academic Vice President, who shall serve as Chair.
 - b) The Vice President of Student Services, who shall serve as chair in the absence of the Academic Vice President.
 - c) The President or Chairperson of the Faculty Senate.

d) The President of the BCCFA.

2. Each department, as defined by the BCCFA contract (Article XIII, 6, E), with five or more faculty members shall elect one representative to the CWSC.
3. Departments with fewer than five faculty members shall caucus and elect one representative to the CWSC.
4. There shall be five members elected at large by the faculty.
5. No more than two members from a department may be elected to the CWSC.
6. No elected member can serve two consecutive terms on the CWPSC. The sitting out of a term will re-establish eligibility for the committee.

Note: For purposes of defining member eligibility to serve on the College-Wide Committee or a Department/Discipline Promotion Committee, refer to the listing of Divisions and Departments/Disciplines in Article XIII, Paragraph 6.g.

7. The College-Wide Sabbatical Committee shall be elected in accordance with the Constitution of the Faculty. The results of the election shall be reported to the Committee Chairperson, who shall arrange for the Committee to convene. In the event that a member of the Committee resigns or otherwise leaves vacant an unexpired term of office, the Chairperson of the College-Wide Committee shall consult with the President of the Association and with the Nominations and Elections Committee to determine a replacement from an approved list of alternates.
- e. Instructors who meet the minimum conditions for promotion to the rank of Assistant Professor, and who have achieved tenure shall be administratively promoted to the rank of Assistant Professor. These promotions shall not count towards the number of promotions approved by the Board of Trustees.
- g. The Divisions, Departments, and Disciplines are defined as follows:

Division HUMANITIES

Departments and Disciplines

English: Composition/Literature; English Basic Skills

• Communication Speech Communications; Mass Communications; Broadcasting; Cinema

• Philosophy and Religion

• American Language Program/ESL and World Languages and Cultures

History and Geography

Division BUSINESS, ARTS, AND SOCIAL SCIENCES

Departments and Disciplines

- Business and Hotel/Restaurant Management: Business Administration; Business Technology; Finance; Accounting; Hospitality; Hotel/Restaurant Management
- Social and Behavioral Sciences: Psychology, Sociology, Anthropology, Economics, Social Work
- Criminal Justice and Legal Studies Criminal Justice; Legal Studies
- Performing and Visual Arts Music; Theatre; Dance; Art History; Visual Arts

Division SCIENCE, MATHEMATICS, AND TECHNOLOGY

- Physical Sciences Physics, Chemistry, Geology, Climatology
- Biology and Horticulture
- Mathematics College-level Mathematics; Developmental Mathematics
- Information and Engineering Technology Information Technology; Manufacturing Technology; Drafting; Electronics; Computer Science

Division HEALTH PROFESSIONS

Departments and Disciplines

- Health Professions: Radiography; Respiratory Therapy; Veterinary Technology, Medical Office Assistant; Diagnostic Medical Sonography; Medical Laboratory Technology; Paramedic Science; Radiation Therapy;; Surgical Technology

- Dental Hygiene
- Nursing
- Wellness and Exercise Science

Division LIBRARY

- Access Services; Media Services and Technical Systems; Technical Services; Reference Services

Division STUDENT SERVICES

- Student Development/Success
- Enrollment Services
- Financial Aid; Equal Opportunity Fund; Specialized Student Services; Co-op Education, Service Learning, and Career Services

Division CONTINUING EDUCATION/COMMUNITY SERVICES

- f. Members of Group "A" shall submit their applications for reclassification to their Divisional Dean or Director on or about the third Friday in February. The Vice Presidents notify the President of the College of their recommendations on or about the first Friday in April. The President of the College informs the Vice Presidents of the final reclassification list on or about the third Friday in April.

7. **Minimum** Requirements for Consideration for Appointment and Promotion to Academic Rank

To determine eligibility from the charts listed below, you must satisfy requirements from Column 1 and Column 2 plus Column 3.

The number of years listed in Column 4 may be included in the count to determine the number of years of equated college-level experience. The requirement specified in Column 4 cannot be waived or subject to substitution.

Any Group "T" faculty member having earned a Master of Fine Arts ("M.F.A.") degree in any studio, applied arts field, area, or discipline (e.g., painting, sculpture, theatre (e.g., acting, directing, lighting, sound, set design), filmmaking, motion picture/video, graphic design in any medium, computer/digital art, photography) shall be considered to have earned a terminal degree (on par with Ph.D., J.D., E.D.D., in general doctoral degrees in other fields, et cetera). This consideration shall be used for salary calculation, rank, appointment, reappointment, and promotion.

Lack of Terminal Degree Option. This option shall be applicable to faculty members who lack the educational credentials specified below for promotion to the rank of Professor. Faculty members who lack a terminal degree (e.g., doctoral degree, relevant M.F.A degree) are eligible to apply for promotion to the rank of (Full) Professor through the procedure outlined above.

a. FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF PROFESSOR:

ACADEMIC REQUIREMENTS		EQUATED COLLEGE LEVEL EXPERIENCE		TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>
DOCTORATE (or relevant, terminal, Master of Fine Arts)	0	10 years College level experience in:		3 years as Associate Professor
			a. Teaching	
			b. Student Personnel work	
			c. Registrar & Admissions Faculty functions	
			d. Library Faculty functions - - prior work related to discipline or area in which candidate is being considered for appointment	
MASTER'S	Completion of all course work in an approved doctoral program, and publication of a book of professional note.	Same as listed above.		3 years as Associate Professor

ACADEMIC REQUIREMENTS			EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTIOI	
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
MASTER'S	Completion of all course work in an approved doctoral program completed no later than 10 years preceding effective date of initial appointment. OR Completion of 60 relevant graduate credits. A minimum of 15 graduate credits must have been completed no later than 10 years preceding the effective date of initial appointment OR Second relevant Master's degree and 24 relevant graduate credits, or 6 year graduate degree beyond a Master's degree and 24 relevant graduate credits. A minimum of 15 of the graduate credits must have been completed no later than 10 years preceding effective date of initial appointment.		Same as listed above, except 15 years College level experience. Note: Applies to all options.		4 years as Associate Professor

b. FOR CONSIDERATION FOR APPOINTMENT OR PROMOTION TO ACADEMIC RANK OF ASSOCIATE PROFESSOR:

ACADEMIC REQUIREMENTS			EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION	
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
DOCTORATE (or relevant, terminal Master of Fine Arts)	0		6 years of College level experience in: a. Teaching b. Student		3 years as Assistant Professor

ACADEMIC REQUIREMENTS			EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION	
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
			c. personnel work d. Registrar & Admissions faculty functions e. Library Faculty functions -- work related to discipline or area in which candidate is being considered for appointment		
MASTER'S		Completion of all course work in an approved doctoral program and publication of a book of professional note.	Same as listed above.		3 years as Assistant Professor
MASTER'S		Completion of all course work in an approved doctoral program completed not later than 10 years preceding effective date of initial appointment. OR Second relevant Master's degree and 24 relevant graduate credits, or 6th year graduate degree beyond a Master's degree and 24 relevant graduate credits. A minimum of 15 of the graduate credits must have been completed no later than 10 years preceding effective date of initial appointment. OR Completion of 54 relevant graduate credits. A minimum of 15 graduate credits must have been completed no later than 10 years preceding effective date of initial appointment.	Same as listed above, except 7 years of College level experience. Note: applies to all options.		4 years as Assistant Professor

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
MASTER'S		4 years College level or 8 years high school level experience in: a. Teaching b. Student Personnel work c. Registrar & Admissions Faculty functions d. Library Faculty functions -- work related to discipline or area in which candidate is being considered for appointment.		Same as listed above, except 7 years of College level experience. Note: applies to all options.	4 years as Assistant Professor
		OR 12 years relevant business, industrial, or military experience, or elementary school teaching.			

c. FOR CONSIDERATION FOR APPOINTMENT TO ACADEMIC RANK OF ASSISTANT PROFESSOR:

ACADEMIC REQUIREMENTS				EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
DOCTORATE (or relevant, terminal Master of Fine Arts)		0		2 years College level experience.	2 years as Instructor
MASTER'S		Completion of 15 relevant graduate credits, which have been completed during the 10 years preceding effective date of initial appointment.		4 years College level experience. Note: applies to all options.	3 years as Instructor
		OR Completion of any 30 graduate credits. A			

	<p>minimum of 15 graduate credits must have been completed during the 10 years preceding effective date of initial appointment.</p> <p>OR</p> <p>Second Master's degree or 6 year graduate degree beyond Master's degree in a related discipline.</p>	
MASTER'S	<p>2 years College level or 4 years high school level experience in:</p> <p>a. Teaching</p> <p>b. Student Personnel work</p> <p>c. Registrar & Admissions Faculty Functions</p> <p>d. Library Faculty functions -- work related to discipline or area in which candidate is being considered for appointment.</p> <p>OR</p> <p>6 years relevant business, industrial, or military experience, or elementary school</p>	<p>Same as listed above.</p> <p>3 years as Instructor</p>

d. MINIMUM REQUIREMENTS FOR CONSIDERATION FOR APPOINTMENT AS INSTRUCTOR:

ACADEMIC REQUIREMENTS			EQUATED COLLEGE LEVEL EXPERIENCE	TIME IN RANK AT BCC REQUIRED FOR PROMOTION	
<u>Column 1</u>	<u>AND</u>	<u>Column 2</u>	<u>PLUS</u>	<u>Column 3</u>	<u>Column 4</u>
MASTER'S		0		0	

e. FOR CONSIDERATION FOR APPOINTMENT TO ASSOCIATE INSTRUCTOR AND SUBSEQUENT PROMOTION:

- 1) The Associate Instructor position will normally be reserved for faculty in a specialized area such as Allied Health, Dental Hygiene, Graphic Arts, or Information Technology where there is a dearth of available, qualified candidates with a Master's degree.
- 2) Candidates will be selected on the basis of their educational background and relevant experience.
- 3) An Associate Instructor who completes a Master's degree while employed at Bergen Community College will be made an Instructor the month following the submission of certified evidence of the conferral of the degree. Said individual may apply for promotion to the rank of Assistant Professor after satisfying the requirement of six (6) years equated experience including a minimum of three (3) years in combined rank of Instructor & Associate Instructor.
- 4) Promotion from Associate Instructor may be made to Instructor or Assistant Professor after a minimum of four (4) years as an Associate Instructor at Bergen Community College. The rank will depend upon educational background acquired, years of service, salary, and quality of performance while at Bergen Community College. As an exception, an Associate Instructor may be promoted to Assistant Professor after completion of a Master's degree and a total of six (6) years of equated experience including a minimum of four (4) years in the rank of Associate Instructor at BCC.

f. FOR CONSIDERATION FOR APPOINTMENT TO TECHNICAL ASSISTANT OR PROFESSIONAL ASSISTANT AND SUBSEQUENT RECLASSIFICATION:

CLASSIFICATION	ACADEMIC REQUIREMENT PLUS	EQUATED EXPERIENCE	EXPERIENCE REQUIRED FOR RECLASSIFICATION
PROFESSIONAL ASSISTANT	Bachelor's degree (plus 15 credits towards Master's degree)	0	
	Bachelor's degree	0	
TECHNICAL ASSISTANT I	Bachelor's degree	0	2 years as Tech I 2 years as Tech I 2 years as Tech I
	Associate degree	4	
	High School Grad	7	
TECHNICAL ASSISTANT II	Associate degree	2	2 years as Tech II 2 years as Tech II
	High School Grad	5	
TECHNICAL ASSISTANT III	Associate degree	0	2 years as Tech III
	High School Grad	2	3 years as Tech III

*Reclassification is based upon academic requirements, equated experience, years in position title, and recommendation. These qualifications may be waived by a Presidential reclassification by exceptionality.

8. Tenured faculty members may be requested to administer student evaluations only once per academic/contract year during the fall or spring semester (not both). The College shall have the discretion to request that tenured professors administer student evaluations of their teaching and courses. Only the tenured professor shall have access to any and all student evaluations or summary reports thereof. Student evaluations and/or summary reports shall be sent directly in a sealed envelope marked "CONFIDENTIAL" to the respective tenured professor, and such evaluations and/or summary reports shall not be placed in any personnel file of a tenured professor. Summary reports of student evaluations of tenured faculty members and their courses shall be used only in a formative way, and professors may use such reports and results in their annual record of activities report (if requested by the College), teaching section. The student evaluation instrument and method shall be selected and formed in consultation with the Faculty Senate. Tenured faculty members are required to keep any and all summary reports of student evaluations of their teaching and courses for seven (7) years from the date the evaluation was initially administered.

ARTICLE XIV – DEFINITIONS

1. **EQUATED EXPERIENCE** – Two (2) years of high school level teaching, or two (2) years of high school student personnel work, or two (2) years of relevant experience in a counseling agency, or two (2) years of registrar and admissions work, or two (2) years in high school professional level library work, shall be equated to one (1) year of college level work.

Three (3) years of business, industrial, or military experience shall be equated to one (1) year of college level work.

Three (3) years of elementary school teaching shall be equated to one (1) year of college level work.

Experience cannot be used at the same time to meet both academic and experience requirements. Pre-master's degree experience is normally not considered. Part-time work will not be counted toward equated experience when it occurs concurrently with full-time employment.

2. **RELEVANT** – Related to the discipline in which faculty is engaged to teach or the area to which faculty is assigned and/or related to higher education, or Community College, such as Philosophy, History, Psychology, Educational Methods and Techniques, Measurements and Evaluation, Administration, Media Utilization, or Bibliographic Procedures.

3. **LIBRARY & LEARNING RESOURCES DEPARTMENT**

- a. **Library Print Media:** Master's Degree from a Library school accredited by the American Library Association (ALA), or Bachelor of Library Science plus 30 credits (5 year), obtained prior to 1950.
- b. **Learning Resources (Non-Print Media):** Master of Science or Master of Arts in field of specialization, such as:

Instructional Media, Educational Communication, Communication, Engineering, etc.

These requirements may be waived on recommendation of the President if, in his/her judgment, the individual will bring credit to the College.

4. Experience gained during special purpose leaves or sabbatical leaves, other than for restoration of health, shall be credited toward the experience requirement.
5. Clarifications:
 - a. The clause under Academic Requirements, which states that the graduate credits must have been completed during the ten (10) years preceding effective date of initial appointment, means that, for initial appointment, the credits had to be completed during the ten (10) years immediately preceding employment at Bergen Community College. For promotion, the required graduate credits may include credits earned since the initial appointment at BCC.
 - b. Part-time College classroom teaching shall be equated on the basis of half evaluation of full-time teaching, i.e., sixty (60) credit/contact hours of part-time college teaching shall be equated to thirty (30) credit/contact hours of college teaching or one year of teaching experience. For faculty members of Groups "C", "L", "R", "S", "E," the experience is equated on the same formula. For example, a faculty member who served seventeen and a half (17½) hours per semester for a period of two (2) years in a comparable position in a college setting shall be considered to have earned the equivalent of one year's experience. Non-college experience shall be equated as indicated in Article XIV, Paragraph 1. During any one (1) academic year, a faculty member will be credited for the employment experience that gives him/her the greatest amount of equated experience.
6. Contact/Credit hour – Per N.J.A.C. a contact hour is fifty (50) minutes.

ARTICLE XV – ACADEMIC FREEDOM

1. ACADEMIC FREEDOM — All members of the faculty, whether tenured or not, are entitled to academic freedom, as set forth in the 1940 *Statement of Principles on Academic Freedom and Tenure* as amended with Interpretive Comments 1970 and edits of 1990 formulated by the Association of American Colleges and the American Association of University Professors:
 - a. The teacher/professor is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties.
 - b. The teacher/professor is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.
 - c. The College or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he

should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman. If a faculty member on probationary or other non-tenured appointment alleges that considerations violative of academic freedom significantly contributed to a decision not to reappoint him, his allegation will be submitted to the established grievance procedure.

ARTICLE XVI – PERSONNEL FILES

Two (2) files shall be maintained for each member of the bargaining unit – an Administration file and a Division file.

1. ADMINISTRATION FILE

- a. The Administration file shall be maintained by the Department of Human Resources under the supervision of the Chief Human Resources Officer/Director or Executive Director of Human Resources and shall include, but not be limited to, the following:
 - 1) All materials requested by the College 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 College generated by or made available to the College.
 - 3) Materials relating to final resignation or discharge.
 - 4) Any statement that the employee wishes to have entered in response to or in elaboration of any other item in her/his file.
- b. No materials 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/she may desire. Each document shall be initialed by the employee before being placed in his/her file, as evidence of her/his having read such document. This initialing shall not be deemed to constitute approval by the employee of the content of such document. If the employee refuses to initial any document after having been given an opportunity to read same, a statement to that effect, witnessed by a second party, shall be affixed to the document. The Administration file is to be confidential and, with the exception of the following listed materials, shall be available only to the employee for examination at her/his request and to the parties concerned at grievance or dismissal hearings:
 - 1) References and other confidential information.
 - 2) Placement records containing references from outside sources.
 - 3) Transcripts restricted by the sending institution.
 - 4) Confidential materials relating to the discharge of a member.

- c. At the employee's option, a representative of the Association may accompany the employee when he/she examines her/his file.

2. DIVISION FILE

- a. The Division file shall be maintained in the Office of the Academic Vice President or Dean of the Division to which the employee is assigned 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 the College.
 - 2) Any statements that the employee wishes to have entered in response to, or in elaboration of, any item placed in his file.
- b. No materials shall be placed in the employee's Division file until the employee has been given the opportunity to read the contents and attach any comments he/she may desire. Each such document shall be initialed by the employee before being placed in her/his file, as evidence of her/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 same, a statement to that effect, witnessed by a second party, shall be affixed to the document.
- c. The Division file is to be confidential and shall be available only to the employee for examination at her/his request, to members of the College-Wide Promotion and Sabbatical Leave Committee, and to the parties concerned at grievance or dismissal hearings. At the employee's option, a representative of the Association may accompany the employee when he/she examines his/her file.

ARTICLE XVII – GRIEVANCE PROCEDURE

1. INTENT – The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its members, and the College. The orderly processes, hereinafter set forth, will be the sole method used for the resolution of all complaints and grievances.

2. DEFINITIONS

- a. A complaint is an informal claim by an employee in the bargaining unit, or by the Association, of improper, unfair, arbitrary, or discriminatory treatment. A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure, as herein set forth.
- b. A grievance is an allegation, by an employee or the Association, that there has been:
 1. A breach, misinterpretation, or improper application of the terms of this Agreement;
or

2. An arbitrary or discriminatory application of, or a failure to act pursuant to, the by-laws and written policies or other administrative decisions of the College, related to the terms and conditions of employment.
3. **INFORMAL PROCEDURE FOR HANDLING COMPLAINTS** – Any employee in the bargaining unit may present and discuss her/his complaint, either with or without a representative of the Association. Similarly, a representative of the Association may present and discuss a complaint on behalf of any employee in the bargaining unit, or group of employees in the bargaining unit, with the Dean of the Division involved or with the Administrative Officer to whom the employee is responsible or with whom the complaint is directly concerned, and the procedure shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of a similar complaint. Informal procedures terminate when the complainant signs a dated statement to that effect.
4. **FORMAL PROCEDURE FOR HANDLING GRIEVANCES** – In the presentation of a grievance, the faculty member shall have the right to present her/his own case, or to designate a representative to appear with her/him at any step of her/his grievance. The President or his/her designee shall have the right to designate a representative to participate equally, at any stage of the grievance procedure.

Step 1 If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) school days, in writing to the Director of Human Resources or his designee, setting forth the nature of the grievance and the remedy requested, and such grievance shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed to be waived by the grievant and the Association.

Step 2 If a complaint is not satisfactorily resolved in step 1 a grievance may be filed within seven (7) school days, in writing, with the President of the College or his/her designee, setting forth the nature of the grievance and the remedy requested, and such grievance shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed waived by the grievant and the Association.

Within seven (7) school days from the date of receipt of the grievance by the President or his/her designee, the President or his/her designee shall arrange to meet with the grievant in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition of the grievance, in writing, within seven (7) school days of the last meeting with the grievant. A copy of the President's disposition shall be transmitted to the grievant.

Step 3 If a complaint is not satisfactorily resolved in Step 2, then the Association may indicate in writing within seven (7) school days of receipt of the Step 2 disposition to the President and Executive Director/Director of Human Resources its intent to advance to Step 3—Mediation. Within seven (7) school days of receipt of written notice from the Association, the President or his/her designee shall meet with an Association representative to select a mediator from the following list and schedule a mediation date

and time. The mediation date and time shall be mutually convenient to both Parties and agreed to by both Parties. Either Party may submit documents or other evidence to the mediator. The mediator may listen to testimony. The mediator shall attempt to bring resolution to the grievance. The mediator will not write a report. The mediator shall be selected from the following list: Joyce Klein, Timothy Hundley, Susan Osborne, James Mastriani, or Thomas Hartigan. Mediator fees shall be shared by the Parties equally for the first five (5) Step 3 grievances of each contract year (July 1 – June 30). If there are more than five (5) Step 3 grievances within a contract year, the mediator fees shall be borne by the Party who initiated the Step 3 component of the grievance. Any other expenses incurred shall be paid by the Party incurring same.

- Step 4 If the grievant is not satisfied with the disposition of the grievance by the President or his/her 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) school days of receipt of the decision, through normal College channels, with the Secretary of the Board. The Board 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 may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

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

The Personnel Committee of the Board, or a special three (3) member committee of the Board designated by the Board, may be substituted for the Board, if the Board 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.

If the College fails to respond at any step of the grievance procedure within the time limits established herein, the grievant or the Association will have the option of requesting an immediate response or of moving the grievance to the next step of the procedure. Failure of the grievant and/or the Association to respond within the established time limits shall be deemed to be an acceptance of the College's decision.

ARTICLE XVIII – LECTURER CLASSIFICATION

1. Terms and Conditions of Employment

- a. This appointment is a full-time term appointment which is not a tenure track position. It is an appointment with no contractual right to reappointment.
- b. This appointment will be for one (1) semester.

- c. An individual is limited to eight (8) continuous semesters of appointment as a Lecturer, except that: effective with new Lecturers hired for Fall 2008 Semester and later, Lecturers are limited to no more than (4) continuous semesters of appointment as Lecturers. Two additional semesters, for a total of six continuous semesters, may be approved by the Academic Vice President. A "new" Lecturer shall be understood as someone not on the payroll as a Lecturer during the 2008SP Semester. Lecturers serving during the 2008SP Semester shall be limited to no more than (8) eight continuous semesters of appointment as Lecturers.
- d. When the appointment is for teaching, it will require fifteen (15) contact hours of teaching per week and per semester, and four (4) office hours weekly. When the appointment is for a non-teaching position, the appointment will encompass the normal professional responsibilities of a full-time professional employee in the area of appointment, except as modified below.
- e. Contract guidelines regarding schedules, class size, and class overload compensation shall be applicable to Lecturers.
- f. A Lecturer may receive an overload assignment, after the assignment has been offered to and refused by a full-time tenured or tenure-track faculty member. Likewise, a Lecturer may receive an assignment to assist with Registration on an overtime basis; such assignment shall not eliminate the opportunity for extra compensation for a full-time faculty member, unless the opportunity has been offered to and refused by the full-time faculty member.
- g. The College, at its own cost and expense, will provide individuals initially employed as Lecturers prior to September 1, 1997, with full family health benefit coverage. Individuals initially employed as Lecturers on September 1, 1997, and thereafter shall receive health benefit coverage for the employee only. They may elect to purchase coverage for dependents. Individuals will normally be eligible for enrollment in a state approved pension program when they begin their third consecutive semester as a Lecturer. For individuals previously enrolled in a NJS pension system, timelines may vary.
- h. A Lecturer shall be entitled to five (5) sick days with pay in a semester, and effective with the 2008 – 2009 academic year, a Lecturer shall have one personal day with pay in a semester.
- i. The President of the College or his/her designee may approve a Lecturer's request for bereavement leave with pay, for a period of up to three (3) days, for a death in the immediate family (father, mother, brother, sister, spouse, child, grandchild, grandmother, grandfather, father-in-law and mother-in-law.) The items included in Article XVIII, 1., g., h., and i., shall constitute the total benefit package available to Lecturers.
- j. A Lecturer shall not be appointed or elected to College or Department committees.
- k. A Lecturer shall have no voting privileges in the College or Department governance organizations.

- l. A Lecturer may be assigned during all hours or days in which College activities in his/her area are in operation, but for a period of no more than five (5) days per week and seven (7) hours per day, (unless on overload assignment per Paragraph f. above).
- m. It is understood and agreed that the above privileges of and benefits for Lecturers are the only privileges and benefits that the College will provide and that no others are to be inferred.

2. Salary

- a. Salary – with a minimum of a Master's degree.

All Lecturers shall receive a salary of \$20,500.00 per semester for Years One (2014-2015) and Two (2015-2016) of the contract.

All Lecturers shall receive a salary of \$21,000.00 per semester for Years Three (2016-2017) and Four (2017-2018) of the contract.

- b. Salary – with less than a Master's degree

All Lecturers shall receive a salary of \$19,500.00 per semester for Years One (2014-2015) and Two (2015-2016) of the contract.

All Lecturers shall receive a salary of \$20,000.00 per semester for Years Three (2016-2017) and Four (2017-2018) of the contract.

- c. Overload-with a minimum of a Master's degree for the duration of the contract:

Overload rate = \$50.00; 2/3 rate = \$33.00

Overload-with less than a Master's degree for the duration of the contract:

Overload rate = \$50.00; 2/3 rate = \$33.00

Article XIX – Shared Governance

1. The Bergen Community College Faculty Association hereby agrees that the President and Vice President of the Association shall not also serve as he Chair/President or Vice Chair/Vice President of the Faculty Senate. Other BCCFA Executive Committee members, including but not limited to Secretary, Treasurer, and Representative Assembly Chair, may serve as Faculty Senate Officers, including Chair/President, Vice Chair/Vice President, Secretary, and Treasurer of the Faculty Senate. The President and Vice President of the Association may serve as Faculty Senate Officers other than Chair and Vice Chair of the Faculty Senate.

2. The President of Bergen Community College, under the authority granted him by the Board of Trustees, agrees that the Faculty Senate shall continue to operate as long as the faculty desires that it exist.

Article XX – Distance Education, Online, Internet, and Hybrid Teaching

I. Model Course Development and Distance Learning Mentors

A. Growth in Distance Learning Offerings

In the interest of significantly expanding the College's capacity to offer online courses and degrees, the original "bundled" approach to course development (in which an individual faculty member develops and teaches his or her own courses) is being modified to include, in addition to the "bundled" approach, the creation of "model courses" that can be taught by instructors who have not created the content. Model courses and/or course components will be created by, or under the supervision of, a Distance Learning Mentor (henceforth "DL Mentor") as defined in I.B.2, below.

B. Distance Learning Mentors

1. Candidates for the position of DL Mentor shall be identified in select departments and disciplines and, in consultation with the relevant Academic Department Chair and the divisional dean. The criteria for candidacy shall be demonstrated knowledge of, and skills for, distance learning, and having a tenure-line faculty position (if possible). All members of a department shall have the opportunity to declare their interest in and qualifications for the DL Mentor position. Once the candidate pool for DL Mentor is identified in a department, the DL Mentor position shall be offered to the candidate deemed by the Academic Department Chair to be best qualified for the position. In the event that there is a dispute as to the Academic Department Chair's decision, the faculty contestants for the DL Mentor position and the Academic Department Chair shall consult with the

divisional dean and the Faculty Senate Distance Learning Committee or, in the absence of such a committee, with the Faculty Senate Executive Committee. Resolution of such dispute shall be by way of consensus between the Academic Department Chair, the divisional dean, and the Chair of the Senate Committee.

2. The basic role of the DL Mentor is to design model courses and/or course components, oversee and assist other faculty members in the design of model courses and course components when necessary or desirable, and mentor faculty in the teaching of online or hybrid courses, including model courses. In addition to mentoring faculty in teaching matters, the DL Mentor will provide assistance to the Academic Department Chair in the hiring of adjunct faculty to teach online or hybrid courses, the evaluation of adjunct faculty teaching online and hybrid courses, and any other task related to distance learning that is mutually agreed upon between the department chair, the DL Mentor, and the divisional dean.
3. The final criteria and requirements for model courses and/or related course components, and for issues related to mentoring (in I.B.4, below), will be established following an initial pilot program (see reopener in VIII, below). The length of the program, the process for establishing the requirements, and the requirements themselves will be negotiated by the College and the BCCFA. The compensation outlined below in I.B.4 and I.B.5 applies to the pilot program.
4. Compensation for creating a model course and/or related course components, whether done by a DL Mentor or under the supervision of a DL Mentor, will be three (3) contact/credit hours of released time or a \$3,000 stipend, whichever is preferred by the DL Mentor. Instructional design support from CIT/CITL will be provided as requested.

It is expected that model courses will need to be revised whenever the textbook for a course is changed, when a new edition of a text is issued, when, in the judgment of faculty members of the relevant department, scholarship and research has changed or should be updated, when the course management system used by the College is changed, when necessary to meet evolving Quality Matters standards, and for other agreed-upon reasons. Compensation for such revision work will be payment at the administrative (two-for-one) rate with a minimum payment equivalent to one-third (1/3) of the value of one (1) contact/credit hour at the faculty member's overload rate.

5. Compensation for mentoring activity will be payment at the administrative (two for-one) rate with a minimum payment equivalent to one-third (1/3) of the value of one (1) contact/credit hour at the faculty member's overload rate. These payments shall be made according to the regular overload payment schedule for a semester. Such compensation is to be paid for time spent mentoring faculty teaching online or hybrid courses, providing assistance to the department chair in the hiring of adjunct faculty to teach online or hybrid courses, the evaluation of adjunct faculty teaching online and hybrid courses, and any other task mutually agreed upon between the department chair and the mentor that is related to distance learning.

C. Development and Scheduling of Classes

1. All tenure-line faculty members, whether or not they have taught online courses at BCC before the effective date of this Agreement, may elect to design, construct, and administer their own online courses and course sections (including cases in which the course already exists in an individually constructed or model online or hybrid format), or use model online courses. Those who wish to teach online using a model course but who have not taught online previously at the College will be required to take and complete the TOPP for Teachers course described below in 11.A.1. The original TOPP program, Levels 1-3 (described in II below), will continue to exist for faculty members who have not taught online or hybrid courses as of the effective date of this memorandum of agreement. In such cases, it is recommended that the instructor consider working with a DL Mentor to make the new course a model course. It is understood, however, that for any BCC course, there can be only one model course.
2. The development of new online courses (not before offered in an online format) and any and all online/hybrid curricula will follow the same shared governance approval process as traditional courses, with the department chair and dean approving the development of the new course/format, and development will be done in conjunction with a DL Mentor, subject to the limitations in I.C.1, above. However, courses that have been approved through and by the traditional shared governance process, but have not been offered as yet in the online or hybrid modalities, shall not be required to go through the shared governance process again for changes in modality. Additional sections of existing online courses will be requested by the Academic Department Chair in consultation with the divisional dean, based on recognized fill rate standards.
3. Every effort will be made to accommodate requests of faculty members to teach online and hybrid courses, and such requests shall not be unreasonably or arbitrarily refused. Further, consistent with departmental scheduling needs, faculty members who have satisfactorily taught online or hybrid courses shall have the right of first refusal before said classes may be offered to a lecturer or adjunct faculty member.
4. It is the intent of the College to support the position that faculty members teaching online courses do so on a voluntary basis. However, there may be instances where an unusual circumstance necessitates the assignment of a trained and appropriately prepared faculty member to cover a scheduled course. In such an instance, faculty hired after January 16, 2002 (who are trained and appropriately prepared) will be assigned the course, unless a more senior faculty member volunteers to do so. If coverage cannot be resolved, the BCCFA will be consulted to assist in identifying a faculty member that the College and the Association mutually agree will teach the online course.

II. The Online Professor Program (TOPP)

A. Scheduling and Character of TOPP Training

1. TOPP for Teachers

Faculty who have never taught on line or in the hybrid mode and who wish to teach an online or hybrid course that has already been developed by someone else are required

to take TOPP for Teachers; faculty members choosing to design and construct their own online or hybrid courses or course sections shall be required to successfully complete TOPP Level I. TOPP for Teachers is a short course designed to prepare a faculty member to teach on line using course materials developed by someone else. Enrollees will be required to have competencies in areas such as using the PC platform Windows®, a word processing application program (e.g., Word®), and the Internet. Those who complete TOPP for Teachers will be compensated with a stipend in the amount of one-half (.5) contact/credit hour using the rates established in II.B.10, below.

2. Faculty members who have already completed TOPP Level 1 may enroll in Level 2 and Level 3 as per II.B.6 and II.B.8, below.
3. Faculty members who have never taught on line or in the hybrid mode and who wish to enroll in TOPP Level 1 will be required to first have some basic competencies using the PC platform Windows®, a word processing application program (e.g., Word®), and the Internet. TOPP Level 1 training is delivered through a two (2) hour per week, twelve (12) week course.
4. The number and duration of TOPP sessions may be adjusted appropriately in subsequent years based upon experience. Alternate time frames and delivery methods may be developed. Academic Department Chairs and DL Mentors shall be consulted with respect to any such changes.
5. During TOPP training, faculty members will work on developing their courses. At the completion of the training program, the faculty member, distance learning mentor, and Academic Department Chair will review the course to determine whether the training outcomes have been sufficiently met to enable the course to be offered in an online or hybrid format. If the course does not meet the training outcomes, every effort will be made to assist the faculty member in revising the course, as appropriate. If, after additional course revision, there is agreement that the training outcomes have not been met, the course shall not be offered. If a model version of the course exists, the faculty member will be given an opportunity to use it instead. In the event that there is not a consensus on whether training outcomes have been sufficiently met, the faculty member, the DL Mentor, and the Academic Department Chair shall consult with the divisional dean and the Faculty Senate Distance Learning Committee or, in the absence of such a committee, with the Faculty Senate Executive Committee. Resolution of the matter shall be by way of consensus between the Academic Department Chair, the DL Mentor, the divisional dean, and the Chair of the Senate Committee.

B. Compensation for TOPP Training and Course Implementation

1. Compensation will be in the form of a stipend as defined in B.10, below.
2. Compensation for each TOPP level will be paid at the end of the training to faculty members who complete the training. Payment shall be made to the faculty member within thirty days or less from the date of the faculty member's filing the appropriate form/application with CIT.
3. Faculty members who receive compensation for TOPP Level 1 are expected to make a good faith commitment to teach the course on line or in hybrid form for a minimum of two (2), not necessarily consecutive, semesters. A faculty member who completes Level 1, and then goes on to run her/his course for two (not necessarily consecutive semesters), will receive one (1) contact/credit hour of compensation for the completed training (paid at the end of the completed training as stated in B.2, above), one (1) contact/credit hour of compensation for the first time she/he runs the course (paid at the end of the semester and within thirty (30) days of the faculty member's filing the appropriate application for payment with CIT), and one (1) contact/credit hour of compensation for the second time she/he runs the course (paid at the end of the semester and within thirty (30) days of the faculty member's filing the appropriate application for payment with CIT). Continuation beyond two semesters is contingent on successful evaluation of performance by whatever evaluation method is agreed to by the College and the BCCFA for online or hybrid courses .
4. Faculty members who complete the Level 1 training, even if they then do not teach online, or if the department does not offer the course, will be compensated for one (1) contact/credit hour for completing the training. However, faculty members who drop out of or otherwise fail to complete the Level 1 training program will not receive the aforesaid compensation for Level 1 training.
5. Faculty members who develop a publisher's course (or other third-party course), for which they are compensated one (1) contact/credit hour, may participate in Level 1 training and be compensated for one (1) additional contact/credit hour. Faculty members who were already compensated for course development may participate in Level 1 training, but without additional compensation.
6. Faculty members who complete Level 1 are strongly encouraged, but not required, to enroll in Level 2 training during the first semester they are teaching on line. The Level 2 course will last approximately seven (7) weeks and be designed to support the faculty member while she/he is beginning to teach on line. If they enroll in Level 2, faculty members will be given two (2) contact/credit hours of compensation in the form of a stipend paid when the faculty member completes the training (payment made in accordance with B.2, above). Faculty members who drop out of or otherwise fail to complete the training program will not receive the aforesaid compensation. Faculty members who have developed a publisher's (or other third-party) course for which they were compensated one

(1) contact/credit hour may participate in Level 2 training and be compensated for one (1) additional contact/credit hour. Faculty members who were already

compensated for course development may participate in Level 2 training but without compensation.

7. Faculty members who develop additional, new online or hybrid courses will be compensated one and one-half (1.5) contact/credit hours for each new course they develop, except as limited by the provisions above, unless the course is a publisher's (or other third-party) course, or has already been developed by a colleague. They will receive only one (1) contact/credit hour for a publisher's (or other third-party) course or for a colleague's course.

8. Faculty members who have taught online or hybrid courses for a minimum of three semesters and who wish to participate in a TOPP Level 3 advanced program and who commit to revising their courses according to the Moodle/joule Exemplary Courses Project, or other appropriate criteria as established by the TOPP trainers prior to said faculty members' enrolling in Level 3, may choose to do so. If they do, faculty members will receive an additional two (2) contact/credit hours of compensation in the form of a stipend paid when the faculty member completes the training (in accordance with B.2. above). Faculty members who drop out of or otherwise fail to complete the training program will not receive the aforesaid compensation.

9. Reformatting online courses for hybrid delivery or reformatting hybrid courses for online delivery: Faculty members doing such reformatting work will receive .5 (one-half) hours of compensation in the form of a stipend to be paid during the semester (according to the regular overload payment schedule) when the faculty member teaches the converted course. Faculty members shall file the appropriate application for payment with CIT at the beginning of the semester.

10.

All stipends specified herein for all faculty members shall be paid at the rate of \$900.00 per credit/contact hour. This rate shall be effective September 1, 2011. This rate shall increase by \$20.00 per academic/contract year for each year for the length of this Agreement. Thus, the stipends for academic year 2011-2012 shall be:

.5 semester credit/contact hour = \$450.00

1.0 semester credit/contact hour = \$900.00

1.5 semester credit/contact hours = \$1,350.00

2.0 semester credit/contact hours = \$1,800.00

III. Class Sizes for On-line and Hybrid Courses

A. Online Courses

1. Maximum class size for online sections will be fixed at thirty-one (31) students per course section except in those instances where lower maximum class sizes have been agreed to in other Articles or sections of this Agreement.
2. Faculty members will be compensated at the appropriate fractional overload rate for each student in each of their course sections, both in-load and overload, in which the student receives a final grade of A, B, B+, C, C+, D, INC, and F (all BCC academic grades except for "E" unofficial withdrawal), who is in excess of a class size of twenty-six (26).

B. Hybrid Courses

1. Any hybrid course meeting face-to-face for fifty-one percent (51%) or more of the contact/credit hours (forty-nine percent (49 %) or less on line) will be capped at a maximum of thirty-six (36) students.
2. Any hybrid course meeting on line for fifty-one percent (51%) or more of the contact/credit hours (forty-nine percent (49%) or less face-to-face) will be capped at a maximum of thirty-one (31) students.
3. Any hybrid course meeting online for fifty percent (50%) of the contact/credit hours and fifty percent (50%) face-to-face will be capped at a maximum of thirty-five (35) students.

There will be a general exception for those courses where lower maximum class sizes have been agreed to in this Agreement (Article X) .

IV. Copyright and Ownership

Introduction. The following shall be understood to be the collectively negotiated intellectual property agreement between the College and the BCCFA with respect to online and hybrid courses only. Essentially, this agreement establishes three kinds of ownership for online and hybrid courses and/or course content: (1) single ownership by the creator of online or hybrid course content (or multiple ownership by creators only); (2) joint ownership by the College and creator(s) of a course and/or course content; and (3) single ownership of model online and hybrid courses by the College.

Definitions. "Ownership" and "copyright" shall be understood according to the intellectual property laws of the United States of America. "Specific assignment" shall mean an appropriate College administrator (excluding Academic Department Chairs or similar positions) requesting a faculty member to develop an online or hybrid course or course content, or in virtue of a specific position occupied by a faculty member whose duties include development of online or hybrid courses and/or course content. All of the work performed by DL Mentors on model courses shall be construed to be under specific assignment. "Specific compensation" shall include money other than a faculty member's base salary, ordinary overload, and other administrative compensation, paid to a faculty member by the College for the

purpose of a clearly defined and limited project. Specific compensation shall not include TOPP (or any similar training) compensation. Ordinary

teaching overload compensation shall not be considered specific compensation. "Course content" shall be understood to be the discipline specific material created by a faculty member(s), and shall exclude the course management system components and course navigation software and other aspects of the College's web site.

Creator(s) Ownership. Faculty members who do not receive (or have not received) specific compensation for the development and teaching of online or hybrid courses shall own the content of those courses and consequently shall be sole copyright holder. Faculty members who design and construct online or hybrid courses of their own accord and inclination, and who do not receive specific compensation thereof, shall singly own the content of said course.

Joint Ownership. Individually designed, constructed, and administered online or hybrid course contents that are the result of specific assignment and for which there is specific compensation (i.e., not model online or hybrid courses) shall be jointly owned by the College and the creator(s). If an online or hybrid course contains any content in which a faculty member already holds ownership and copyright (or ownership and copyright is held by a faculty member and other third parties), then the College shall not have any ownership of that specific content (e.g., an article published in a journal). After five years from the first day of the initial semester that a jointly owned online or hybrid course is offered, the content of said online or hybrid course shall be owned by the creator(s). If the College wishes to own any such content of online or hybrid courses after the five year period, then the College may offer the creator(s) a cash buy-out option. The faculty member is not obligated to accept such an offer. In cases in which a buy-out occurs, the College agrees to recognize, and give printed/published credit to, the creator(s) of the online or hybrid courses for the entire duration the College uses said courses. Within the five year period of joint ownership, the College hereby agrees to pay any and all creators of jointly owned courses royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the online or hybrid course. If there is more than one creator of a jointly owned online or hybrid course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee, commission, or the like for jointly owned online or hybrid courses unless the College receives payment from third parties. In other words, use of a jointly owned online or hybrid course by the College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of said courses. In cases where there is joint ownership during the five year period, all decisions of licensure or sale must be agreeable to both parties.

Online or hybrid courses that were individually constructed and designed by faculty members, and for which there was specific compensation from the College to the faculty member, prior to the effective date of this agreement, will begin their five year time period as of the effective date of this agreement.

College Ownership. Courses satisfying the criteria specified herein for a model course shall be owned by the College. The College hereby agrees to pay any and all creators of said model courses royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the online or hybrid course. If there is more than one creator of an online or hybrid model course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee, commission, or the like for the model online or hybrid course unless the College receives payment from third parties. In other words, use of a model online or hybrid course by the

College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of model courses. The College agrees to recognize, and give printed/published credit to, the creator(s) of model online or hybrid courses for the entire duration the College uses said courses.

Severability. If any of the preceding is or becomes contrary to United States Copyright statutes, then all other components of the agreement shall remain in force.

V. Scheduling

A. Days on Campus

It is clearly understood that teaching faculty have on-campus responsibilities that they must fulfill. Faculty members must be available to meet all contractual obligations, including those which take place on days on which they have no on-campus classes scheduled. However, it is also understood that faculty teaching on line may fulfill some or all of their office hour responsibilities on line. Faculty members are expected to have one scheduled, on-campus office hour for each on-campus course that they are teaching up to a maximum of three (3) hours per week. The remainder of their three (3) hour per week office hour requirement may be satisfied electronically (remotely), and faculty members should be able to document these activities by the development of a log, a report of chat activities, or similar documentation. Faculty members with a completely online schedule are expected to be available for one on-campus office hour by appointment, if necessary.

B. Number of Online and Hybrid Hours

It is understood that BCC courses are BCC courses, whether they are on-campus, on line, partially on line, or delivered via radio, television, or any other electronic media. All BCC courses are understood to be equivalent in academic value and importance, and all must measure up to the highest standards of academic quality and integrity. This understanding applies to all offerings in the College's Master Schedule.

BCC faculty members may fulfill their in-load teaching contractual obligation through on-campus, online, hybrid, or media courses, or through any combination of these teaching modalities. Faculty members may teach any number of their in-load courses in any of these modalities, as long as their schedule is not in conflict with departmental needs, the College's Master Schedule, or the teaching specialty needs of the institution.

VI. Evaluation of On-line and Hybrid Courses

- A. It is agreed that Quality Matters (QM) will be used as part of a formative process integrated into TOPP for the improvement of online courses and that QM standards will be used in the design of model courses.
- B. The same model adopted for evaluating on-campus courses, modified as appropriate for online and hybrid courses, will be followed, unless modified per VI.A, above.

VII. Web Enhanced Courses

- A. Faculty members preparing to teach web enhanced courses may enroll in TWEPP (The Web Enhanced Professor Program). There is no compensation for this training.

B. If faculty members teaching web enhanced courses subsequently decide to develop an online course, and have not previously completed TOPP Level 1 training, then they may enroll in Level 1 training and be compensated as provided in Section II, above.

[Reopener language deleted because expired.]

VIII. Learning Management System Software Course Conversion

Faculty members who convert an existing course from the current learning management system ("LMS") (presently Moodle/joule) to a new LMS selected by the College shall be paid one credit/contact hour (1.0) for each converted course (*not* course section) at the faculty member's current overload rate. The faculty member may elect to have the payment as overload or as a stipend. In order for the faculty member to be eligible for this payment, the faculty member must have taught the course to be converted in the previous LMS (presently, Moodle/joule) at least once as an online or hybrid course, and the faculty member must teach the converted course in the new LMS software at least once (beginning with Summer I 2011 Session onwards) as an online or hybrid course. This compensation shall not apply to model online/hybrid course conversions (see Distance Learning MOA for "model" courses) and web-enhanced, non-online, non-hybrid courses. Payment shall be made during the first semester in which the converted course is taught by the faculty member and no later than the midpoint of that semester (except in cases where payment is retrospective).

IX. If at any time the College changes course/learning management system software (e.g., WebCT, Moodle, Blackboard), then whomever the College chooses to participate in a "Train the Trainer"(or the like) training program shall be compensated one (1.0) overload credit/contact hour at the respective rank of the faculty member according to the rates established above in II.B.10 above. It is understood that this compensation is for the "Train the Trainer" sessions only. This compensation shall be paid as a stipend upon successful completion of the training program, and will be distributed accordingly as other stipend payments during the semester the training occurs. The maximum hours of such training shall be twenty (20) hours.

Article XXI – Academic Department Chairs

The Academic Department Chairs ("Chairs" or "ADCs") shall assume their duties as described in the attached description of duties commencing on January 5, 2009, and shall continue performing such duties thereafter, subject to the following provisions.

1. Chairs shall be tenured faculty except in the cases of Departments where there are

no tenured faculty to do the job or where no tenured faculty member is willing to do the job. In such cases untenured but tenure-track faculty may serve as Chairs. In the case of an election in which a candidate is elected but not approved by the Academic Vice President, a second election shall be held. If the second election concludes without an approved candidate, a third election must be conducted. In the third election, untenured but tenure-track faculty will be eligible to run.

When an initial (first) election concludes with a candidate who is not approved by the Academic Vice President, and in which case the Academic Vice President is confident that future elections will not produce an approved candidate, the Academic Vice President can ask the BCCFA Executive Officers to waive the second election and move to the aforesaid stipulated conditions of the third election.

2. Chairs will be elected by a vote of the full-time faculty, tenured and tenure track, within the Department.

3. Elections

a. The BCC Nominations and Elections Committee will establish procedures for and oversee the Academic Department Chair elections.

b. Elections will be conducted at a meeting of the Department, which will include all members eligible to vote for Chairs, said meeting to be held between April 1 and April 15.

c. Nominations may be submitted in writing in advance to the Divisional/School Dean, who will protect the confidentiality of the nominator and put the name(s) of the nominated individual(s) forward for balloting.

d. Nominations may also be accepted from the floor at the meeting.

e. If only one name is placed in nomination, that individual must receive a majority affirmative vote to be elected.

f. Election must be by closed ballot whether there is a single nominee or multiple nominees.

g. If, in the course of an election, only three candidates remain and two are tied for the lowest number of votes, for example 8-7-7, then the candidate to be eliminated will be decided by another round of voting between the two who are tied. If this voting also results in a tie, the person holding the highest faculty rank will be declared the winner. If both individuals hold the same rank, the winner will be decided by the number of years within rank. In the event of a tie, the total number of years at BCC will determine the winner.

If there are only two candidates, or when the above procedure has resulted in two

candidates, then there will be a final round of voting, using the same procedure and guidelines for resolving tie votes as outlined above

h. Upon election by the qualified members of the Department, the Dean shall submit the candidate's name to the Academic Vice President for approval, who shall have authority to appoint the Chair for a two-year term.

4. During the Chair's term of service, the departmental faculty may petition for the recall of the Chair by submitting to the Academic Vice President a petition for recall signed by not fewer than one-third (1/3) of the tenured and tenure-line faculty in the Department. The Academic Vice President will instruct the Divisional/School Dean to conduct a closed ballot vote affirming the petition. The petition of recall must be affirmed by no less than two-thirds (2/3) of the tenured and tenure-line members of the Department. The Chair will continue to serve until June 30 following the recall vote. However, in a recall case, the Academic Vice President shall have the option to assign the recalled Chair to administrative duties until June 30, in which event a departmental election of a new Chair shall take place immediately. The Academic Vice President shall also have the right to recall a Chair for reasonable cause.

5. Chairs who resign their positions shall be replaced by special departmental elections conducted by the BCC Nominations and Elections Committee.

6. Chairs elected in December 2008 shall serve a term of one and a one half (1 1/2) years running from January 5, 2009, through June 30, 2010. Thereafter, Chairs shall serve two year terms commencing on July 1, 2010.

7. Only Summer I and Summer II release semester credit/contact hours will be charged against a Chair's contractual overload limit. All release time in Fall and Spring semesters is in-load.

8. Chairs may elect to redeem contact hours as either release time or by payment at the rate of \$1,000.00 per semester credit/contact hour during the Fall and Spring semesters only. Release time granted during Summer I and Summer II shall be paid at the approved overload rate and shall be subject to contract limitations for total load per session. Further, release time granted in January and August shall be paid at the approved overload rate and not charged against the contract limitations for total load per year.

Release Credit/Contact Hours and Stipend by Department shall be as follows:

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

Division: Business, Arts, and Social Sciences	Fall	Spring	Summer I & II	January/August	Total	Annual Stipend
Criminal Justice and Legal Studies						
ADC	3	3	3	4	13	\$ 3,000.00
Legal Studies Coordinator	3	3	3	2	11	
Business and Hotel/Restaurant Management						
ADC	6	6	6	4	22	\$ 6,000.00
HRM Coordinator	3	3	3	2	11	
Social Sciences						
ADC	6	6	6	4	22	\$ 6,000.00
Visual and Performing Arts						
ADC	6	6	6	2	20	\$ 6,000.00
Coordinator (not from ADC discipline)	3	3	3	2	11	
Division: Mathematics, Sciences, and Technology						
Mathematics						
ADC	6	6	6	5	23	\$ 6,400.00
College Mathematics Coordinator	3	3	3	3	12	
Developmental Mathematics Coordinator	3	3	3	3	12	
Physical Sciences						
ADC	6	6	6	2	20	\$ 6,000.00
Biology and Horticulture						
ADC	6	6	6	2	20	\$ 6,000.00
Information & Engineering Technology and Computer Science						
ADC	3	3	3	2	11	\$ 3,000.00
Computer Science Liaison	1	1	1	1	4	
Division: Humanities						
English						
ADC	6	6	6	5	23	\$ 6,400.00
Composition and Literature Coordinator	3	3	3	3	12	
English Basic Skills Coordinator	3	3	3	3	12	
American Language Program and World Languages						
ADC	6	6	6	4	22	\$ 6,400.00
Coordinator (not from ADC discipline)	3	3	3	2	11	
Philosophy and Religion						
ADC	3	3	3	2	11	\$ 3,000.00
Communication						
ADC	3	3	3	2	11	\$ 3,000.00
History						
ADC	3	3	3	2	11	\$ 3,000.00
Division: Health Professions						
Health Professions						
ADC	3	3	3	2	11	\$ 3,000.00
Coordinator: Medical Office Assistant	3	3	3	1	10	
Coordinator: Radiography	3	3	3	1	10	
Coordinator: Radiation Therapy	3	3	3	1	10	
Coordinator: Respiratory Care	3	3	3	1	10	
Coordinator: Diagnostic Medical Sonography	3	3	3	1	10	
Coordinator: Surgical Technology	3	3	3	1	10	
Coordinator: Veterinary Technology	3	3	3	1	10	
Coordinator: Paramedic Science	3	3	3	1	10	
Dental Hygiene						
ADC	3	3	3	2	11	\$ 3,000.00
Wellness and Exercise Science						
ADC	3	3	3	2	11	\$ 3,000.00
Nursing						
N/A						

Notes:

1. The Nursing Department is included in the School of Health Professions but has a Associate Dean and Assistant Dean.
2. It is understood that the compensation indicated for the Academic Department Chair of Communication is based upon the Communication Department containing the following disciplines: Journalism, Speech, Communication/Media Studies, Broadcast, and Cinema.
5. It is understood that the AIMS Program position is that of an Academic Coordinator.
6. It is understood that the compensation indicated for the Academic Department Chair of Social Sciences is based upon the Social Sciences Department containing the following disciplines: Sociology, Anthropology, Psychology, Political Science, and Economics.
7. It is understood that the compensation indicated for the Academic Department Chair of Biological Sciences and Horticulture is based upon the Biological Sciences and Horticulture Department containing the following disciplines: Biology (including biological sciences: Zoology, Anthropology, Ecology, et cetera), Horticulture, Agriculture, Landscaping (Architecture and Engineering).
8. It is understood that the compensation indicated for the Academic Department Chair of Physical Sciences is based upon the Physical Sciences Department containing the following disciplines: Physics, Chemistry, Astronomy, and Earth Sciences (Geology, Climatology, Meteorology, et cetera).

Note: It is understood that the actual apportionment of work hours during Fall, Spring, Summer I & II, and January / August shall be determined per consultation and agreement between a Chair and the relevant Divisional Dean.

9. In addition to the above release time compensation schedule, Chairs shall be paid stipends. Stipends shall be increased commencing on July 1, 2010, at the same rate of increase as that received by all members of the bargaining unit as negotiated in the Agreement for the duration of the current contract and any extension that does not involve a salary renegotiation. Without such renegotiation, the stipend rate of increase shall be four percent (4%) per year.

Academic Department Chairs who elect to observe adjunct faculty members in any Department shall be paid according to the rates and time negotiated in this Agreement. These rates and time shall be the same as the negotiated rates and time for all other BCCFA members who elect to observe adjunct faculty members.

10. In addition, the BCCFA Executive Committee and the Academic Vice President will work together to distribute the sum of \$12,000 as supplementary stipends on a proportional basis to the Health Professions Clinical Coordinators.

11. Schedule of Work Hours

a. Changes in a Chair's schedule require pre-approval by the Chair's Divisional/School Dean.

b. For the Fall and Spring semesters and the Summer I session, all Chairs shall reserve an hour every Tuesday from 2:30 to 3:30 PM. This commonly reserved hour shall be in lieu of a scheduled hour by appointment (per Article IX, § 5, of this Agreement). The Academic Vice President shall provide reasonable notice when meetings are to be held during this commonly scheduled office hour. It is anticipated that such meetings will be held on a monthly basis.

c. A Chair must be available, on a schedule approved by the Divisional Dean, during summer sessions and other times between semesters.

d. Posted office hours will be required of a Chair. Three posted office hours will be required as stated in Article IX, § 5, of this Agreement. There shall be one posted hour on at least three days of the week. However, such posted hours shall be included in a Chair's in-office work time and shall not be in addition to said work time.

e. On-campus office hours for Chairs during the Fall, Spring, and Summer semesters shall be as follows:

3 hours of release time = 6 on-campus office hours

4 hours of release time = 7 on-campus office hours

5 hours of release time = 8 on-campus office hours

6 (or more) hours of release time = 9 on-campus office hours

f. Chair compensation shall include both in-load and overload release time hours throughout the year, plus a yearly stipend. Chairs shall therefore be available to assist the College with administrative duties throughout the calendar year.

g. It is understood and agreed that a Chair shall be entitled to no less than twenty-three (23) days of vacation time during any given academic year. These days shall not accumulate from year to year but must be used each year. The specific dates of such vacation time shall be determined per consultation and agreement between a Chair and the relevant Divisional Dean.

Appendix CLC — Ciarco Learning Center Members

Ciarco Learning Center Members

Article XXII contains a complete statement of the terms and conditions of Group CLC – Ciarco Learning Center Members of the BCCFA, except as otherwise explicitly stated in this agreement.

I. Understandings

- A. The term 'faculty', when used in this Article XXII, shall mean those non-supervisory employees providing direct instructional, testing, and/or counseling service to the students and/or clients of the Ciarco Learning Center.
- B. The onsite Administrator/Dean of the Learning Center 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.

II. Salary

- A. Effective and retroactive to July 1, 2007, each BCCFA CLC member shall receive a four percent (4%) salary adjustment to the June 30, 2007 base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2007.
- B. If after the implementation of the July 1, 2007 wage increase, any BCCFA CLC member on payroll on July 1, 2007 with a Master's degree and whose adjusted salary falls below \$39,531 shall have his or her base salary adjusted to \$39,531; any member with a Bachelor's degree and whose adjusted salary falls below \$38,943 shall have his or her base salary adjusted to \$38,943.
- C. On July 1, of years two, three, and four, the salary of each employee shall be similarly adjusted by four percent (4%).
- D. It is expressly understood that this provision applies only to BCCFA CLC members in the bargaining unit on payroll as of July 1, 2007, and does not apply to prospective employees regardless of starting salaries.
- E. CLC member may be offered overtime and/or overload work. Commencing in Year One, the overtime rate for Group CLC members shall be their annual base salary hourly rate and one-half (1.5) (annual base salary divided by 1,820). Overtime shall be considered any hours of work in a work week beyond the thirty-five (35) hours. Commencing in Year One (2014-2015), the overload rate for CLC members shall be the highest rate offered to adjunct faculty members.

III. Fringe Benefits

- A. Medical, dental, prescription, and vision care coverage shall be the same as other members of the BCCFA as specified in the BCCFA Contract, Article XI, Paragraph 1.
- B. Members may also elect to take, at Bergen Community College, up to six (6) credits per semester, or six (6) equivalent non-credit course improvement studies approved by the President or his/her designee without payment of tuition, excess contact hour fees, and technology fees, provided space is available. Special fees, such as for Applied Music courses, shall not be waived. However, it is clearly understood that in no case may a member take more than six (6) hours in any semester, exclusive of summer sessions, in any combination of Bergen Community College courses or courses at another institution, without prior approval of the President of the College or his/her designee.
- C. A spouse of a full-time member will be permitted to take up to six (6) credits per semester, without payment of tuition, excess contact hour fees, and technology fees, at Bergen Community College and to enroll in any classes for which they meet entrance requirements, provided space is available. Special fees such as for Applied Music courses shall not be waived.
- D. Dependent children of full-time members may attend any Bergen Community College course for credit without payment of tuition, excess contact hour fees, and technology fees, provided such dependent child shall be subject to the same rules and regulations, including admission requirements, as regular students of the College. "Dependent child" status as it pertains to tuition reimbursement ceases at the end of the calendar year in which the dependent child attains the age of twenty-four (24) years. Any College employee, employee's spouse, or dependent child who enrolls in a BCC course(s) on a tuition-free basis shall not be counted in determining any statistics related to faculty overload or pupil contact hours.
- E. The College agrees to pay, up to the rate charged per graduate credit at Rutgers University, for a maximum of twelve (12) credits per academic year for graduate or self-improvement studies for members approved by the President of the College or his/her designee.

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

- F. 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.

These 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.

- G. The Administration will work with the Association in an endeavor to secure favorable daytime parking rates at local parking establishments. Ten (10) parking spaces shall be reserved for staff on a first come, first served basis.
- H. The College shall provide a cot for staff emergency.

IV. VACATION

- A. Vacation time is computed as follows:

Months of Consecutive Active Employment	Vacation Entitlement Per Month
One through 12 months	$\frac{3}{4}$ day per month
13 through 24 months	1 day per month
25 through 36 months	1 $\frac{1}{4}$ days per month
37 through 49 months	1 $\frac{1}{2}$ days per month
49 through subsequent months	23 days per year (prorated per month)

- B. Requests for vacations of three days or longer must be submitted four weeks in advance of the first day of the requested vacation. The onsite Administrator/Dean of the Ciarco Learning Center will respond to requests no later than two (2) weeks in advance of the first day of the requested vacation.

Requests for vacations of one to two days must be submitted two weeks in advance of the first day of the requested vacation. The onsite Administrator/Dean of the Ciarco Learning Center will respond to requests no later than one (1) week in advance of the first day of the requested vacation.

- C. Vacations are to be scheduled with due consideration for the operating needs of individual projects and the 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.
- D. An employee who leaves the employ of the 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 is given (See Article XXII, Section IX, Appointment, Reappointment, Termination, and Dismissal).
- E. All Ciarco Association members shall receive one (1) week (five days) of vacation time, per year, to be taken during the "President's Week" in February of a given academic year;

- F. All Ciarco Association members shall receive one (1) week (five days) of vacation time, per year, to be taken during the first full week of August of a given academic year;
- G. The parties agree that four (4) academic cycle breaks shall be extended to five (5) days and Ciarco Association members shall also be permitted to take vacation during these extended cycle breaks;
- H. The extended cycle breaks shall be scheduled by the College, and to the extent that the academic calendar permits, as follows:
 - 1. Second week of October;
 - 2. Last week prior to Winter break in December;
 - 3. Week before or after Spring Break (March or April); and
 - 4. Last week of June;
- I. The parties agree that Ciarco Association members shall take their first twenty (20) vacation days in accordance with the provisions set forth above. Ciarco Association members with more than twenty (20) days of vacation time shall have no more than three (3) vacation days per year to request for use at times not designated above. The College shall not unreasonably withhold approval of vacation time;
- J. Ciarco Association members with less than twenty-three (23) vacation days shall take their vacation time, within the above-designated periods and based upon their current entitlement, according to their years of service; and
- K. All other cycle breaks shall be three (3) days, unless modified by the College
- L. except in the case in which one of the vacation days includes a Friday, wherein a teaching faculty member may with pre-approval take Thursday, Friday, and Monday (resulting in only two missed teaching days).

V. HOURS OF WORK

- A. 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 Learning Center faculty shall be Monday through Friday. It is understood and mutually agreed that operating needs of the Learning Center shall govern the scheduling of shifts and hours.
- B. It is understood that the number of split schedules be limited to no more than two (2) per week. 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 days of the week.

- C. Any permanent change in working hours 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.

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

Contingent upon operational needs, daytime classes will be scheduled from 9:00 AM to 12:00 PM, and from 1:00 PM to 4:00 PM.

- E. Full-time unit members' preferences and seniority will be taken into account in establishing the schedules provided individuals have the appropriate credentials, skills and experience to meet the requirements of the project/program and the operational needs of the Ciarco Center. Faculty will be given an opportunity to submit, in writing, preferences for course assignments. Every effort will be made to take into account these preferences in meeting the operational needs of the Learning Center.

F. Following are the terms and conditions for "Summer Hours." Summer Hours at the Ciarco Learning Center ("CLC") shall mean that CLC will be open from Monday through Thursday for ten (10) weeks from the first week in June through to the second week of August of each calendar year. Group CLC members shall work four (4) consecutive days per week (Monday through Thursday). Group CLC members will work eight and one-half (8.5) hours per day (including an unpaid one-hour lunch) for each of the four days of the workweek during the Summer Hours Period. Absences (i.e., vacation days, sick days, partial sick days, personal days) during the Summer Hours four-day workweek will be charged as one day (or part thereof) for each absence. If the Independence Day holiday falls on, or is observed on, a Friday, then CLC Group employees shall be granted one (1) floating holiday to be used during the Summer Hours period.

G. It is understood that the instructional hour for non-credit courses at the Ciarco Center shall be sixty (60) minutes.

H. The College will endeavor to make appropriate arrangements for the loss of instructional time which would include but not be limited to, reciprocal coverage and the use of paid substitutes.

VI. HOLIDAYS

- A. Each employee shall be entitled to fourteen (14) holidays for each contract year.
- B. For the 2007 – 2008 academic year, eight (8) of these shall be taken as follows:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Day after Thanksgiving
 - 5. Christmas Day
 - 6. New Year's Day
 - 7. Good Friday
 - 8. Memorial Day
- C. 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
- D. 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.
- E. The remaining (5) five non-designated holidays will be incorporated into the academic calendar established by the President, as follows:
 - 1. 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.
 - 2. 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.
 - 3. 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.

VII. Leaves of Absence

- A. Sick Days

1. Except as provided for in succeeding paragraphs, employees are allowed one (1) sick day for each full month of active employment. Sick days can be accrued to a maximum of thirty-two (32) days, except as modified in Paragraphs 2, 3, and 4 below. 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 onsite supervisor of the Learning Center. The onsite supervisor 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. Substitutes will be provided to cover tuition-based classes during sick leave in excess of five (5) consecutive teaching days in any single cycle. Substitute coverage for sick leave for grant based programs will be governed by the terms of the grant.
2. For the 2007 – 2008 academic year, BCCFA CLC members will receive fifteen (15) sick days, twelve (12) of which, if unused, can be carried over. The cap on total sick leave will be for this year forty-four (44) days.
3. For the 2008 – 2009 academic year, BCCFA CLC members will receive fifteen (15) sick days, twelve (12) of which, if unused, can be carried over. The cap on total sick leave will be for this year fifty-six (56) days.
4. If the utilization of sick days is not comparable to the annual average number of sick days taken by Groups C, S, L, R, and E over the first two years of the contract (July 1, 2007 – June 30, 2009), then the provisions of paragraphs two (2) and three (3) above shall lapse, and sick time entitlements shall revert to those as specified in paragraph one (1) above, and any accumulated sick time in excess of thirty-two (32) days will be “banked.” If the utilization of sick days is comparable, then the cap in total accumulated sick time shall increase by twelve (12) days per year through June 30, 2012.
5. Each CLC member, after age fifty-eight (58) with ten (10) years of continuous service, or of any age after fifteen (15) years of continuous service, shall receive, upon retirement, one-half (1/2) of his/her unused, accumulated sick leave at the daily rate, based upon the member's base salary at the time of retirement, subject to the maximum below. The daily rate is 1/260 of the member's base salary. For CLC members whose employment at the College commenced before May 21, 2010, the maximum amount upon retirement for a given year shall be \$17,500. In accordance with New Jersey P.L. 2010 Chapter 3, CLC members hired on or after May 21, 2010, the maximum amount upon retirement for a given year shall be \$15,000.00. In the event of a member employee's death prior to retirement, regardless of age or length of service, his/her beneficiary shall be paid one-half (1/2) of the member's unused accumulated sick days at the daily rate based upon the

employee's salary at the time of death, to a maximum of \$17,500 (or \$15,000.00 for CLC members hired on or after May 21, 2010).

B. Bereavement

An employee shall be entitled to four (4) working days for a death in her/his immediate family. Immediate family is defined as: brother, mother, sister, father, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, and sister-in-law. An employee shall be entitled to one (1) working day for a death of other family members. Other family includes aunts, uncles, first cousins, nieces or nephews of the employee and employee's spouse, plus grandparents of the employee's spouse.

C. Jury Duty Days

When an employee receives a subpoena for jury duty, he must present the notice to the on-site director of the Ciarco 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 continue to be paid his base salary. The employee shall forward any jury pay in excess of five dollars (less compensation for mileage) to the College. A certification of the number of days actually spent by an employee to jury service must be obtained from the appropriate court official and submit it to the on-site supervisor of the Learning Center.

D. Maternity Leave

After a one (1) year of continuous active employment with the Ciarco Learning 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, "licensed midwife," or adoption agency. The leave may be extended by the application of the employee to the on-site Administrator of the Ciarco Learning Center 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 Ciarco Learning Center.

During the period of the leave, the College will pay all health, dental, and vision benefit premiums for thirty (30) days after the employee goes off payroll. The employee is expected to pay for his own benefit premium thereafter. 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 the position and at a salary as close as practical to the position 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.

E. 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 of America. 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 CLC 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 Ciarco Learning Center, while meeting this obligation with the Armed Forces. Members shall make every effort to fill Reserve or National Guard commitments during times that do not conflict with the calendar of the Ciarco Learning Center

F. Personal Leave

Special leave for personal emergencies of not more than three (3) working days a year may be granted, by the on-site Administrator of the Ciarco Learning Center or her/his designee area is understood that such specialties personal emergencies will be requested and taken and one-half day (1/2) or one (1) full day blocks of time.

G. Medical Leave

An employee in the 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 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 pay all health, dental, and vision benefit premiums thirty (30) days after the employee goes off payroll. Employee is expected to pay for her/his own benefit premiums thereafter. 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 the physician of the College's choosing to substantiate his fitness, in which case the College will pay for the physician's services. Upon returning, said employee shall be placed in a position at a salary as close as practical this position and salary prior to commencing the leave. Time on leave is excluded from "active employment" that included his seniority.

H. Concurrent Use of Leaves of Absence

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, New Jersey Security and Financial Empowerment Act Leave (New Jersey P.L. 2013, Chapter 82 ("SAFE Act"), or other leaves of absence (excluding jury duty leave, military leave, or bereavement days) under Article XXII, Section VII--Leaves of Absence, 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.

VIII. Personnel (Administrative) File

The administrative file shall be maintained in the office of the on-site Administrator of the Ciarco Learning Center and shall include, but not be limited, the following:

1. All materials requested by the Ciarco 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 Learning Center generated by, or made available to, Learning Center;
3. Materials relating to the final resignation or discharge; and
4. Any statement said the employee wishes to have entered, including those in response to our elaboration of any other item in his file.

No materials (other than routine administrative items that are not prejudicial to the employee) shall be placed in the employee's administrative file until the employee has been given the opportunity to read the contents attaching documents 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 the 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 administrative file will be the official employee file. If an employee believes certain material within the file should be deleted, he/she may ask for a review of his/her file. If the administration is in agreement with the employee, then material shall be removed and destroyed.

Administrative file is to be confidential and shall be available only to the employee or examination his request into the parties concerned a 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; and
4. Confidential materials relating to the discharge of an employee.

At the employee's option a representative of the Association a company the employee when he examines his file.

IX. Appointment, Reappointment, Termination and Dismissal

A. 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 of time as set by the Administrator of the Learning Center. Every initial and subsequent appointment shall be confirmed in writing and shall state which project employee is assigned as well as the duration of the project.

Appointments shall be for the purpose of implementing a grant award or a project. Employees 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.

B. Reappointment

Reappointment to a renewed or continuing project will be for the duration of the project or a period as set by the Administrator of the Learning Center and shall be made based upon the following:

1. The College has received a grant award that provides a project funding position of the same nature for which the faculty member was initially appointed; and
2. 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 Administrator of the Learning Center shall consider the application of the present employees for positions resulting from a new grant. In making application for consideration of a new project funded position, employee must be able to demonstrate that he has the qualifications as required. Past employment will be considered but will not end in of itself constitute reason for making the appointment.

C. Delay of Commitment

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

In such cases, both the Association and the employees under consideration for reappointment will be informed of the situation. Employees under consideration for reappointment of the continued under the conditions of the band terminated project a week to week basis pending the outcome of the negotiations with grantor, provided that:

1. The project has or is given sufficient funds to cover salary expenditure, and
2. The College has reasonable cause to believe that the grant award will be made and accepted by the Board of Trustees. No scheduled salary adjustment shall be made until such time as final grant agreement documents have been duly executed.

D. Termination of Appointment

1. By Resignation:

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

2. By Dismissal:

An employee whose performance is unsatisfactory will be notified of his deficiencies, in writing, by the immediate supervisor. The Academic Vice President is to be made aware of the situation, no documentation shall be placed in employee's personnel file. If the employee 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 Academic Vice President. A copy of the warning shall be placed in the employee's personnel file.

Once an employee has been issued such a warning outlining the corrective actions he must take, he may be dismissed with two weeks notice or pay in lieu of notice if his performance still does not improve. An employee 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.

3. By Discontinuance of Projects:

In the event of a potential discontinuation of a project, both the Association and the employees involved shall be notified within five days from the date the administrative the Learning Center receives an official notice to discontinue the project. In the event that the Administrator of the Learning Center does not receive a Letter of

Intent to Fund, or a Notice of Allocation for a renewal are continuing project within thirty (30) days of the termination date for the project, the Learning Center shall give the Association in the employees involved notice of discontinuation.

If during the thirty (30) remaining days of the project, the Learning Center receives reasonable cause to believe the subsequent grant award other project funds will be made available to the College, the Administrator of the Learning Center may withdraw the notice of discontinuation and may place employee under consideration for reappointment on a Delay of Commitment status into 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), the Administrator of the Learning Center will so notify the Association and the employees. This engagement shall be based upon seniority except that no employee shall be reassigned to a new position unless his/her record in past assignments demonstrate that the employee is qualified for such reassignment.

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

- a. A seniority list for all employees (except those who have been denied a recommendation for reappointment) shall be prepared. Seniority is defined as being the original date of assignment in one of the Learning Center projects by the Administrator of the Learning Center. In cases where two or more employees are engaged in 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, family or military leave or appeared of more than 150 days shall forfeit their seniority.
- b. 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 and other positions are which he is qualified. In that case, the employee may displace the lowest seniority employee in such positions; and employees so displaced shall be added to the list of "candidates for disengagement" in proper seniority order and have the same option for transfer in turn.

- c. The remaining necessary disengagements will be made starting with the least senior employee provided no employee with a unique skill will be disengaged if there is no qualified replacement for him.
- d. Qualifications of disengaged employees will be circulated to appropriate College officials in an attempt to identify open positions for which they may be qualified.

X. Grievance Procedure

A. 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 and Learning Center. Nothing herein shall prevent employees from discussing problems privately with her supervisors in an attempt to resolve them.

B. 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.

C. Procedure

1. Step One – Within fifteen (15) working days after the occurrence giving rise to a grievance known or should've been known, the employee shall discuss the grievance informally with his immediate supervisor with the object of revolving the matter informally.
2. Step Two – If, within ten (10) working days following the initial discussion (step one), the grievances not been resolved to the satisfaction of the employee, he may formally submit to the Administrator of the Learning Center a written grievance on the proper form. Within ten (10) working days after receiving the written grievance, Administrator of the Learning Center or his designee or render a written report of the disposition of the grievance to the grievant.
3. Step Three – In the event the grievant is not satisfied with the disposition of the grievance in 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 a report in decision on the grievance appeal within twenty (20) working days from receipt of the grievance. Copies of the President's decision shall be given to the agreement and the Association.
4. 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 the Board of

Trustees of Bergen Community College by filing a copy of the grievance within seven working 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 of the secretary of the board hold a hearing on it and agree that request such a hearing. Otherwise, the Board of Trustees may consider the written records 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 his/her last submission of materials, indicating its disposition of the grievance. A copy of the Board's disposition shall be transmitted to the grievant in the present. The disposition of the grievance by the Board of Trustees shall be final.

The Personnel Committee of the Board of Trustees or a special member Committee of the Board of Trustees, designated by the Board of Trustees, may be substituted for the Board of Trustees, if the Board of Trustees so decides, for the purpose of holding a hearing on a grievance, in such a hearing shall be as binding on all parties as if held by the Board of Trustees.

5. Step Five –

- a. If grievant is not satisfied with the disposition of the grievance of the Board of Trustees, you may request, the writing, 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 decision of the board of trustees.
- b. The Association and the College shall jointly request a list of arbitrators from the American Arbitration Association in the matter shall proceed in accordance with the rules and regulations of the American Arbitration Association and 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 require the commission of an act prohibited by law. The arbitrator will also be bound by the laws of the State of New Jersey, and of the United States, and decisions of the Commissioner of Education.
- d. The cost for services of the arbitrator, including per diem expenses, if any, in actual and necessary subsistence expense of 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 in the Association shall meet to review them and determine what further action is appropriate under the particular circumstances.
- 6. If the administration or its representative fails to respond at any step of the grievance procedure within the time limits, the grievant, or the Association, 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 of the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.
- 7. The time limits set forth in the future may be ended by mutual agreement.
- 8. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, a representative of the Association.
- 9. 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/her testimony.

XI. EMERGENCY CLOSINGS

Should it be necessary to close the Ciarco Center because of inclement weather the announcement for closing of the College shall apply. Should it be necessary to close the Center because of facility or other emergencies, the announcement for the closing shall be through e-mail or emergency telephone chain, as appropriate, by the Administrator/Dean of the Learning Center with approval of the College Administration.

APPENDIX "A" – SALARY AND OVERLOAD SCHEDULE

Minimum base salaries for each rank shall be as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Professor	\$ 70,883	\$ 72,383	\$ 73,883	\$ 75,383
Associate Professor	\$59,693	\$61,193	\$62,693	\$64,193
Assistant Professor	\$53,077	\$54,577	\$56,077	\$57,577
Instructor	\$51,060	\$52,560	\$54,060	\$55,560
Associate Instructor	\$45,613	\$47,113	\$48,613	\$50,113
Professional Assistant	\$50,040	\$51,540	\$53,040	\$54,540
Technical Assistant I	\$47,661	\$49,161	\$50,661	\$52,161
Technical Assistant II	\$39,628	\$41,128	\$42,628	\$44,128
Technical Assistant III	\$38,128	\$39,628	\$41,128	\$42,628

FULL PROFESSOR 20014 – 2018**2014-2016**

Professor	Salary Range		Overload	2/3 Rate
1	69,802	72,642	53.82	35.88
2	72,643	75,601	54.66	36.44
3	75,602	78,678	55.52	37.01
4	78,679	81,879	56.37	37.58
5	81,880	85,212	57.22	38.15
6	85,213	88,680	57.62	38.41
7	88,681	92,294	58.05	38.70
8	92,295	96,051	58.74	39.16
9	96,052	99,961	59.43	39.62
10	99,962	104,030	60.12	40.08
11	104,031	108,265	60.81	40.54
12	108,266	112,672	61.50	41.00
13	112,673	117,259	62.19	41.46
14	117,260	122,032	62.88	41.92

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

15	122,033	127,000	63.57	42.38
16	127,001	132,170	64.26	42.84
17	132,171	137,550	64.95	43.30
18	137,551	143,149	65.64	43.76
19	143,150	148,976	66.33	44.22
20	148,977	155,041	67.05	44.70
21	155,042	161,352	67.74	45.16
22	161,353	167,920	68.43	45.62
23	167,921	173,887	69.12	46.08

2016-2017

Professor	Salary Range		Overload	2/3 Rate
1	69,802	72,642	55.32	36.88
2	72,643	75,601	56.16	37.44
3	75,602	78,678	57.02	38.01
4	78,679	81,879	57.87	38.58
5	81,880	85,212	58.72	39.15
6	85,213	88,680	59.12	39.41
7	88,681	92,294	59.55	39.70
8	92,295	96,051	60.24	40.16
9	96,052	99,961	60.93	40.62
10	99,962	104,030	61.62	41.08
11	104,031	108,265	62.31	41.54
12	108,266	112,672	63.00	42.00
13	112,673	117,259	63.69	42.46
14	117,260	122,032	64.38	42.92

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

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16	127,001	132,170	65.76	43.84
17	132,171	137,550	66.45	44.30
18	137,551	143,149	67.14	44.76
19	143,150	148,976	67.83	45.22
20	148,977	155,041	68.55	45.70
21	155,042	161,352	69.24	46.16
22	161,353	167,920	69.93	46.62
23	167,921	173,887	70.62	47.08

2017-2018				
Professor	Salary Range		Overload	2/3 Rate
1	69,802	72,642	56.82	37.88
2	72,643	75,601	57.66	38.44
3	75,602	78,678	58.52	39.01
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9	96,052	99,961	62.43	41.62
10	99,962	104,030	63.12	42.08
11	104,031	108,265	63.81	42.54
12	108,266	112,672	64.50	43.00
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17	132,171	137,550	67.95	45.30
18	137,551	143,149	68.64	45.76
19	143,150	148,976	69.33	46.22
20	148,977	155,041	70.05	46.70
21	155,042	161,352	70.74	47.16
22	161,353	167,920	71.43	47.62
23	167,921	173,887	72.12	48.08

ASSOCIATE PROFESSOR 2014 – 2018
2014-2016

Associate	Salary Range		Overload	2/3 Rate
1	57,751	60,100	50.00	33.33
2	60,101	62,546	50.15	33.43
3	62,547	65,094	51.09	34.06
4	65,095	67,744	51.97	34.65
5	67,745	70,501	52.88	35.25
6	70,502	73,370	53.82	35.88
7	73,371	76,355	54.66	36.44
8	76,356	79,465	55.52	37.01
9	79,466	82,701	56.17	37.45
10	82,702	86,067	56.71	37.81
11	86,068	89,571	57.25	38.17
12	89,572	93,217	57.79	38.53
13	93,218	97,012	58.33	38.89

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

14	97,013	100,961	58.87	39.25
15	100,962	105,070	59.41	39.61
16	105,071	109,348	59.95	39.97
17	109,349	113,799	60.49	40.33
18	113,800	118,431	61.03	40.69
19	118,432	123,252	61.57	41.05
20	123,253	128,270	62.11	41.41
21	128,271	133,491	63.17	42.11
22	133,492	138,925	63.71	42.47
23	138,926	143,862	64.25	42.83

2016-2017

Associate	Salary Range		Overload	2/3 Rate
1	57,751	60,100	51.50	34.33
2	60,101	62,546	51.65	34.43
3	62,547	65,094	52.59	35.06
4	65,095	67,744	53.47	35.65
5	67,745	70,501	54.38	36.25
6	70,502	73,370	55.32	36.88
7	73,371	76,355	56.16	37.44
8	76,356	79,465	57.02	38.01
9	79,466	82,701	57.67	38.45
10	82,702	86,067	58.21	38.81
11	86,068	89,571	58.75	39.17
12	89,572	93,217	59.29	39.53
13	93,218	97,012	59.83	39.89

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

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17	109,349	113,799	61.99	41.33
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20	123,253	128,270	63.61	42.41
21	128,271	133,491	64.67	43.11
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23	138,926	143,862	65.75	43.83

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2	60,101	62,546	53.15	35.43
3	62,547	65,094	54.09	36.06
4	65,095	67,744	54.97	36.65
5	67,745	70,501	55.88	37.25
6	70,502	73,370	56.82	37.88
7	73,371	76,355	57.66	38.44
8	76,356	79,465	58.52	39.01
9	79,466	82,701	59.17	39.45
10	82,702	86,067	59.71	39.81
11	86,068	89,571	60.25	40.17
12	89,572	93,217	60.79	40.53
13	93,218	97,012	61.33	40.89

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

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15	100,962	105,070	62.41	41.61
16	105,071	109,348	62.95	41.97
17	109,349	113,799	63.49	42.33
18	113,800	118,431	64.03	42.69
19	118,432	123,252	64.57	43.05
20	123,253	128,270	65.11	43.41
21	128,271	133,491	66.17	44.11
22	133,492	138,925	66.71	44.47
23	138,926	143,862	67.25	44.83

ASSISTANT PROFESSOR 2014 – 2018

2014-2016

Assistant	Salary Range		Overload	2/3 Rate
1	53,057	55,215	50.00	33.33
2	55,216	57,463	50.20	33.47
3	57,464	59,801	50.40	33.60
4	59,802	62,236	50.60	33.73
5	62,237	64,769	50.87	33.91
6	64,770	67,407	51.73	34.49
7	67,408	70,149	52.63	35.09
8	70,150	73,004	53.42	35.61
9	73,005	75,976	54.25	36.17
10	75,977	79,069	55.08	36.72
11	79,070	82,288	55.91	37.27
12	82,289	85,637	56.74	37.83
13	85,638	89,124	57.57	38.38
14	89,125	92,752	58.42	38.95
15	92,753	96,527	59.25	39.50
16	96,528	100,457	60.08	40.05
17	100,458	104,027	60.91	40.61

2016-2017

Assistant	Salary Range		Overload	2/3 Rate
1	53,057	55,215	51.50	34.33
2	55,216	57,463	51.70	34.47
3	57,464	59,801	51.90	34.60

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

4	59,802	62,236	52.10	34.73
5	62,237	64,769	52.37	34.91
6	64,770	67,407	53.23	35.49
7	67,408	70,149	54.13	36.09
8	70,150	73,004	54.92	36.61
9	73,005	75,976	55.75	37.17
10	75,977	79,069	56.58	37.72
11	79,070	82,288	57.41	38.27
12	82,289	85,637	58.24	38.83
13	85,638	89,124	59.07	39.38
14	89,125	92,752	59.92	39.95
15	92,753	96,527	60.75	40.50
16	96,528	100,457	61.58	41.05
17	100,458	104,027	62.41	41.61

2017-2018

Assistant	Salary Range		Overload	2/3 Rate
1	53,057	55,215	53.00	35.33
2	55,216	57,463	53.20	35.47
3	57,464	59,801	53.40	35.60
4	59,802	62,236	53.60	35.73
5	62,237	64,769	53.87	35.91
6	64,770	67,407	54.73	36.49
7	67,408	70,149	55.63	37.09
8	70,150	73,004	56.42	37.61
9	73,005	75,976	57.25	38.17

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

10	75,977	79,069	58.08	38.72
11	79,070	82,288	58.91	39.27
12	82,289	85,637	59.74	39.83
13	85,638	89,124	60.57	40.38
14	89,125	92,752	61.42	40.95
15	92,753	96,527	62.25	41.50
16	96,528	100,457	63.08	42.05
17	100,458	104,027	63.91	42.61

INSTRUCTOR 20149 – 2018

Instructor	Salary Range	2014-2016		
			Overload	2/3 Rate
1	50,224	52,267	50.00	33.33
2	52,268	54,395	50.20	33.47
3	54,396	56,610	50.40	33.60
4	56,611	58,914	50.60	33.73
5	58,915	61,312	50.75	33.83
6	61,313	63,808	50.95	33.97
7	63,809	66,406	51.25	34.17
8	66,407	69,109	51.50	34.33
9	69,110	71,922	51.75	34.50
10	71,923	74,850	51.95	34.63
11	74,851	77,897	52.25	34.83
12	77,898	81,068	52.50	35.00
13	81,069	83,949	52.75	35.17

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

2016-2017

Instructor	Salary Range		Overload	2/3 Rate
1	50,224	52,267	51.50	34.33
2	52,268	54,395	51.70	34.47
3	54,396	56,610	51.90	34.60
4	56,611	58,914	52.10	34.73
5	58,915	61,312	52.25	34.83
6	61,313	63,808	52.45	34.97
7	63,809	66,406	52.75	35.17
8	66,407	69,109	53.00	35.33
9	69,110	71,922	53.25	35.50
10	71,923	74,850	53.45	35.63
11	74,851	77,897	53.75	35.83
12	77,898	81,068	54.00	36.00
13	81,069	83,949	54.25	36.17

2017-2018

Instructor	Salary Range		Overload	2/3 Rate
1	50,224	52,267	53.00	35.33
2	52,268	54,395	53.20	35.47
3	54,396	56,610	53.40	35.60
4	56,611	58,914	53.60	35.73
5	58,915	61,312	53.75	35.83
6	61,313	63,808	53.95	35.97
7	63,809	66,406	54.25	36.17
8	66,407	69,109	54.50	36.33

BCCFA Collective Negotiations Agreement Booklet, 2014 - 2018

9	69,110	71,922	54.75	36.50
10	71,923	74,850	54.95	36.63
11	74,851	77,897	55.25	36.83
12	77,898	81,068	55.50	37.00
13	81,069	83,949	55.75	37.17

ASSOCIATE INSTRUCTOR 2014 – 2018

For Years One (2014-2015) and Two (2015-2016), the overload rate for Associate Instructor rank faculty members shall be \$50.00 and a 2/3 rate of \$33.33.

For Year Three (2016-2017), the overload rate for Associate Instructor rank faculty members shall be \$51.50, and a 2/3 rate of 34.51.

For Year Four (2017-2018), the overload rate for Associate Instructor rank faculty members shall be \$53.00, and a 2/3 rate of 35.51.

PROFESSIONAL ASSISTANT – (95%) 2014 – 2018

For Years One (2014-2015) and Two (2015-2016), the overload rate for Professional Assistants shall be the current, highest adjunct faculty member rate per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate divided by sixteen (16).

For Year Three (2016-2017), the overload rate for Professional Assistants shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (\$24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty members rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

For Year Four (2017-2018), the overload rate for Professional Assistants shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

TECHNICAL ASSISTANT I (91%) 2014 – 2018

For Years One (2014-2015) and Two (2015-2016), the overload rate for Technical Assistants I shall be the current, highest adjunct faculty member rate per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate divided by sixteen (16).

For Year Three (2016-2017), the overload rate for Technical Assistants I shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (\$24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty members rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

For Year Four (2017-2018), the overload rate for Technical Assistants I shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

TECHNICAL ASSISTANT II (86%) 2014 – 2018

For Years One (2014-2015) and Two (2015-2016), the overload rate for Technical Assistants II shall be the current, highest adjunct faculty member rate per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate divided by sixteen (16).

For Year Three (2016-2017), the overload rate for Technical Assistants II shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (\$24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty members rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

For Year Four (2017-2018), the overload rate for Technical Assistants II shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (24.00) per credit/contact hour, and a 2/3 rate of the current, highest adjunct faculty member rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

TECHNICAL ASSISTANT III (82%) 2014 – 2018

For Years One (2014-2015) and Two (2015-2016), the overload rate for Technical Assistants III shall be the current, highest adjunct faculty member rate per credit/contact hour, and a $\frac{2}{3}$ rate of the current, highest adjunct faculty member rate divided by sixteen (16).


For Year Three (2016-2017), the overload rate for Technical Assistants III shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (\$24.00) per credit/contact hour, and a $\frac{2}{3}$ rate of the current, highest adjunct faculty members rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

For Year Four (2017-2018), the overload rate for Technical Assistants III shall be the current, highest adjunct faculty member rate per credit/contact hour plus twenty-four dollars (24.00) per credit/contact hour, and a $\frac{2}{3}$ rate of the current, highest adjunct faculty member rate plus twenty-four dollars (\$24.00) divided by sixteen (16).

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

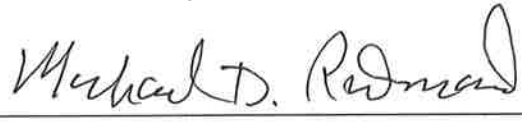
- a) they are authorized to bind their members and the Board of Trustees, as the case may be;
- b) this Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties;
- c) the Parties agree that the foregoing collective negotiations agreement includes and incorporates any and all previous side bar memoranda of agreement and understanding that apply to all bargaining unit members as of the dates of ratification (March 29, 2016 and April 5, 2016);
- d) nothing in this Agreement shall apply retroactively unless specified.

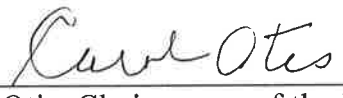
FOR THE ASSOCIATION


Tobyn DeMarco, President
Bergen Community College
Faculty Association


Alan Kaufman, Secretary
Bergen Community College
Faculty Association

FOR THE EMPLOYER


Michael Redmond, President


Carol Otis, Chairperson of the Board of Trustees

TD 2/6/18

 2/6/18

