

# **Professional Staff Association Contract Booklet**

**July 1, 2024 - June 30, 2028**

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**THIS AGREEMENT** is entered into this first day of July 1, 2024, by and between the **BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE**, hereinafter referred to as the "BOARD" or "COLLEGE" and the **BERGEN COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION**, hereinafter referred to as the "ASSOCIATION."

### **ARTICLES OF AGREEMENT**

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **ARTICLE I DEFINITION OF UNIT**

1. The Bergen Community College Professional Staff Association, the negotiating agency for all current and future regular full-time employees employed on the campus or on leave in the job classifications listed in Appendix A is hereby recognized by the Board as the exclusive negotiating agent for all employees in said negotiating unit.
2. The College shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit, subject to the Association right to submit any recommendations concerning the placement of such classification. In the event the parties fail to agree, the dispute shall be jointly submitted to PERC for a unit clarification in accordance with its rules and regulations.
3. The Board agrees not to negotiate with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement.

#### **ARTICLE II UNDERSTANDINGS RELATIVE TO THIS DOCUMENT**

1. The Board agrees that it shall not, during the period of this Agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 123, P.L. of N.J. 1974 except those that are negotiated and included as a part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated and ratified by the Board and Association shall be reduced to writing and executed by both parties and shall become part of this Agreement.
2. The dates of this contract are from July 1, 2024, until June 30, 2028. On an annual basis, the College will provide a listing of the Professional Staff Association's current members and will notify the Professional Staff Association of the hiring of

any new members on an on-going basis. The Professional Staff Association and the College further agree to cooperate in exchanging information on an ongoing basis.

3. This Agreement supersedes all previous understandings and agreements between the Association and the Board.
4. If any provisions of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.
5. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Professional Staff employees, current and future.
6. Whenever the male pronoun is used, it is understood to include the female pronoun, unless inappropriate.
7. The Association agrees that it shall actively work with the College to support all reasonable efforts to increase productivity and reduce costs through all appropriate measures and programs.
8. Whenever spouse is used, it is understood to include civil union partner.

### **ARTICLE III NEGOTIATIONS**

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

The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an Agreement on hours, wages, and other conditions of employment within the rules as set forth in Chapter 123, P.L. of N.J. 1974. The Association as well as the Board has the right to make proposals to be considered for inclusion in a successor Agreement.

2. In the event that the Board of Trustees of the College alters its position concerning the issue of Mandatory Binding Arbitration then it shall notify the Association, and negotiations shall commence within thirty (30) days.
3. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings which are related to Association matters, he shall suffer no

loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation, therefore.

4. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.

#### **ARTICLE IV BOARD RIGHTS AND RESPONSIBILITIES**

The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public and itself all the operations and activities of the College to the full extent authorized by law. It is understood and agreed that such managerial rights are limited only by the specific provisions of this Agreement and applicable statutes and that no provision of this Agreement shall be construed or interpreted to restrain the Colleges' full and absolute right to operate, control and manage its operations, or otherwise restrain its managerial right to do so as a matter of law.

#### **ARTICLE V ASSOCIATION RIGHTS AND RESPONSIBILITIES**

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.
2. The Board agrees that each eligible employee of the College may, on their own volition, have the right to join and support the Professional Staff Association and its affiliates for the purpose of negotiating hours, wages, and other conditions of employment. Further, the employee may take part or not take part in any Association activity for the employee and the Association's mutual aid without fear of recrimination. It is further agreed that no employee will be discriminated against by reason of their membership or lack of membership in the Association, its affiliates and their activities therein.
3. Duly authorized members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours; such permission shall not be arbitrarily withheld.
4. The Association shall supply, at its own cost, all material, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association, College equipment, when not required for College purposes, shall be available for use on campus by the Association.

5. With the prior approval of the President or their designee, the Association's duly authorized representatives will be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
6. Personal leave may be granted to a maximum of three (3) days to not more than two (2) Association members to attend conferences of affiliates of the Professional Staff Association. Request for permission for such leave must be made in writing to the employee's immediate supervisor and the designated Cabinet Member who shall advise Human Resources, through the member's Division/Department Head at least five (5) days in advance of such requested leave.
7. The Association shall be permitted reasonable use of the College internal mail and telephone system. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for Association purposes shall be paid for by the Association.
8. A bulletin board in a mutually agreed upon location designated for official Association purposes shall be provided in the Pitkin Education Center. Such bulletin board shall be used by the Association for the posting of notices and bulletins pertaining to Association business and social activities, and may not contain obscene, inflammatory, libelous, racist, sexist or otherwise offensive postings. It is the responsibility of the Association to review the information on the bulletin board to assure notices are current.
9. Representatives of the New Jersey Education Association and the National Education Association shall, upon notice to and with the approval of the President or their designee, be admitted to the College during working hours to assist the Association, provided that it shall not interfere with or interrupt normal College operations. Such permission shall not be arbitrarily withheld.
10. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College. The Association will cooperate with the Administration on this matter for their mutual best interest.
11. The person who serves as the President of the Association shall be provided by the College with an office designated for bargaining unit activity on campus during their term of office, provided that space limitations permit, as determined by the President of the College or by their designee.

## **ARTICLE VI** **MEETINGS BETWEEN ADMINISTRATION AND ASSOCIATION**

During the period of the Agreement, meetings shall be held upon the request of either party between the Division Leader of Human Resources, their designee and a committee consisting of no more than two (2) members of the bargaining unit. Such meetings will take place at a time mutually convenient to all parties and Association members' supervisors without loss of pay during normal working hours.

## **ARTICLE VII** **NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, color, creed, age, religion, national origin, ancestry, sex, sexual orientation, pregnancy, gender identity or expression, disability/handicap, marital status, civil union status, domestic partnership status, genetic information, atypical hereditary cellular or blood trait, military service or veteran status, or any other category protected by law in accordance with the College's "Policy Prohibiting Discrimination."

## **ARTICLE VIII** **HOURS OF WORK**

1. Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. The normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. It is understood and mutually agreed that operating needs of a Division/Department shall govern the scheduling of shifts. Present work schedules shall remain in effect as far as practical with full understanding that the operational needs of any given Division/Department must be met in considering any proposed changes. The Administration has the right to set hours within the limits as defined above and determine shifts as operational needs dictate for each classification of employee. If an employee's work hours are changed, the employee will be given one (1) week advance notice prior to the change. Only in the case of emergency circumstances that could affect the operation of the College, said notice shall be waived.
2. Employees shall use professional judgment in determining their lunch and work breaks. Employees are entitled to a fifteen (15) minute break before and after their lunch break, which cannot be used immediately before the start of their lunch or immediately after the end of their lunch break. The breaks should be coordinated within the office amongst members for operational needs to ensure there is proper

coverage at all times in the Department. The two (2) breaks cannot be stacked together at the beginning or the end of a workday giving full consideration to the operational needs of the Division/Department.

## **ARTICLE IX SUMMER HOURS**

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

Forty (40) hour employees shall work a thirty-five (35) hour week per week for four (4) days in a row, either Monday through Thursday or Tuesday through Friday. Specifically, forty (40) hour employees will work eight and three-quarter (8.75) hours per day including a thirty (30) minute unpaid lunch during the period of summer hours. Absences during the four-day work week (i.e., vacation, sick, etc.) will be charged as one day for each occurrence.

2. The period of summer hours shall start the week of the first Friday in June and shall conclude by the second Friday in August of each year. There shall be ten (10) weeks of summer hours per year. The Summer Hour timeframe will be identified and communicated no later than April 15th of each year by the Department of Human Resources.
3. The operational needs of the College shall govern in the application of the above hours to the working schedules of individual employees; this will require some staggering of starting times and/or work weeks. Preferences of individual employees will be considered to the extent practical.

## **ARTICLE X OVERTIME**

Work in excess of seven (7) hours a day (thirty-five [35]-hour employees), and eight (8) hours a day (forty [40]-hour employees), shall be paid at one and one half (1 ½) times the regular hourly rate of the employee. Work must be in excess of one half (1/2) hour of continuous work to be counted as overtime and shall be recorded and paid to the nearest half (1/2) hour. Overtime shall be scheduled and worked as required by the Division/Department and authorized in advance by the Division/Department Head.

## **ARTICLE XI COMPENSATORY TIME**

1. Extra work authorized for, and performed by regular full-time employees may be

compensated by allowing equivalent compensatory time at the proper overtime rate and must be requested at the time that overtime is offered. Compensatory time is granted only at the discretion of the Division/Department Head or their designee at the time extra work is authorized. The maximum amount of compensatory time permitted is limited to forty (40) hours, which can be replenished up to the forty (40) hour cap. Requests for the use of compensatory time that has accrued must be in writing and approved by the Division/Department Head. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time.

Permission to earn and/or use compensatory time shall not be arbitrarily withheld.

## **ARTICLE XII CALL IN TIME**

Should any employee who has left the premises at the end of his or her shift be called-in to return to work, he or she shall be guaranteed hours as follows:

- a. Thirty-five (35) hour employees, a minimum of two (2) hours of work.
- b. Forty (40) hour employees, a minimum of two and one-half (2.5) hours of work.

The hours of call in time shall be calculated at one and one half (1 1/2) times the regular hourly rate. Employees called in prior to the start of their shift who work into their regular shift shall be compensated at one and one half (1 1/2) times their hourly rate for time actually worked prior to the start of their shift.

## **ARTICLE XIII PLACEMENT ON SALARY SCHEDULE**

### **1. Salary Adjustments**

Any employee in the Bargaining Unit whose salary falls below the adjusted salary schedule reflected in Appendix A shall receive an increase to their base salary to immediately bring them to the bottom of the range for their title. After the adjustment has been made, the employee/s shall receive the Year 1 increase to their base salary of 3.85% as identified below.

- a. Effective and retroactive to July 1, 2024, each employee employed in the Professional Staff Bargaining Unit shall receive a 3.85% salary adjustment to his/her June 30, 2024 base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2024. Those retirees who had active employment on July 1, 2024, will be entitled to pro-rated retroactive pay.

Effective July 1, 2025, each employee employed in the Professional Staff Bargaining Unit shall receive a 3.45% salary adjustment to his/her June 30, 2025, base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2025.

Effective July 1, 2026, each employee employed in the Professional Staff Bargaining Unit shall receive a 3.45% salary adjustment to his/her June 30, 2026, base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2026.

Effective July 1, 2027, each employee employed in the Professional Staff Bargaining Unit shall receive a 3.45% salary adjustment to his/her June 30, 2027, base salary, provided the employee has been actively employed by the college for a period of one (1) year prior to June 30, 2027.

- b. The following provisions shall govern the salary adjustments for all covered employees during the term of this Agreement spanning July 1, 2024, through June 30, 2028:
  - i. Year 1 (July 1, 2024 – June 30, 2025). The minimum and maximum ranges from the previous Agreement (expired 2018) have been adjusted to establish the updated salary guide for the first year of this agreement. Attached as Appendix A.
  - ii. Year 2 (July 1, 2025 – June 30, 2026). The minimum and maximum salary ranges established in Year 1 shall be increased by an additional \$1,500 for both the minimum and maximum values.
  - iii. Year 3 (July 1, 2026 – June 30, 2027). The minimum and maximum salary ranges established in Year 2 shall be increased by an additional \$1,250 for both the minimum and maximum values.
  - iv. Year 4 (July 1, 2027 – June 30, 2028). The minimum and maximum salary ranges established in Year 3 shall be increased by an additional \$1,250 for both the minimum and maximum values.

Employees in the bargaining unit whose salaries exceed the adjusted salary schedule shall receive the foregoing wage increases, if otherwise eligible, even if their salary exceeds the maximum for the range as adjusted.

2. Employees who start between July 1st and December 31st of the fiscal year will receive the full negotiated increase; employees who start January 1st through June 30th will receive fifty percent (50%) of the negotiated increase.

Additional adjustments, not to exceed the maximum for the particular job classification, may be made at the discretion of the Administration with the mutual agreement of the Association.

3. In the event that an employee is required to work at a higher level position than the one for which said employee was engaged, the employee shall, with approval from

the Division Head and notification to the Human Resources Department, after five (5) weeks in the higher level position, be compensated at not less than a three and a quarter percent (3.25%) increase until the position is permanently filled, such increased compensation to be paid retroactively to the beginning of the fourth week of work in the higher level position. Shift differentials shall be paid to employees who are asked to change their shifts for a period in excess of one (1) week. If an employee is asked to change their shift for the convenience of the College on a day-to-day basis, and said day-to-day continuous basis exceeds one (1) week, the employee shall be paid shift differential on a retroactive basis to the first day.

4. An employee will be told, when hired, that Saturday or Sunday may be part of said employee's regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday, or both, their schedule will be arranged to afford them two (2) consecutive days off during the week, whenever possible. In a multi-employee situation, the employees shall be given the opportunity to work out work schedules, subject to the approval of the Division/Department Head, sharing work on weekends or whatever other hours are required for the welfare of the College. In the absence of an agreement on the part of the employees, assignments to such hours shall be made by the Division/Department Head. The employee shall give primary consideration to employees with seniority.
5. Effective July 1, 2016, no employee (current or future) shall be entitled to longevity.
6. Exempt employees of the Professional Staff who have completed ten (10) years of service as exempt employees shall, upon reappointment, be offered a two (2) year contract.

## **ARTICLE XIV** **SHIFT DIFFERENTIAL**

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

## **ARTICLE XV** **VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS**

1. Notice of all vacancies shall be posted by the Director of Human Resources on the Personnel bulletin board and the Professional Staff bulletin board. Promotional vacancies will be filled from within provided the College's needs are met. The notice shall include salary range, title, division/department, summary of job description, hours and shall be posted on designated bulletin boards. The notice shall be posted for five (5) work days.
2. The notice shall be posted for five (5) work days and employees interested therein must submit a written application stating their qualifications to the Director of

Human Resources, within the aforementioned five (5) work days. An employee interested in the position must have served at least six (6) months in his/her current position. The interested employee must submit a written application stating their qualifications to the Director of Human Resources, within the aforementioned five (5) working days.

3. All applicants shall be considered and those who meet the qualifications for the posted position will be interviewed. All applicants will be given a reply to their application when the position is filled. No position shall be filled until all properly submitted applications have been considered. The successful applicant may not apply to another posting until having served at least one (1) year in the new position.
4. The Head of Human Resources or their designee and the Division/Department Head having the open position shall rate the qualifications and abilities of employees who apply. In the event two (2) of the final candidates are of equal experience and ability, as determined by the Head of Human Resources and the Division/Department Head, the candidate with the greater seniority shall be awarded the job. When qualifications are equal, seniority shall prevail in matters of shift change, layoff, and recall.
5. If Division/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration, if qualified.

## **ARTICLE XVI PROMOTIONAL INCREASE**

Upon promotion an employee shall receive a minimal promotional increase of six and three-quarters percent (6 3/4%). The new salary may not exceed the maximum of the new position. When an employee moves to a position with a salary maximum of at least five hundred dollars (\$500.00) in excess of the salary maximum of their former position, it shall be considered a promotion.

## **ARTICLE XVII RESIGNATION FROM EMPLOYMENT**

1. An employee who is resigning from their position shall give a written notice of ten (10) business days to their immediate Division/Department Head and the appropriate Vice President or their designee. Business days shall be defined as Monday through Friday of any week, including summers, excluding all official holidays recognized by the College or other planned College closures.

Failure to give the required resignation notice in writing shall cause the employee to have deducted from their accrued vacation time one (1) day of earned pay for each

day the notice of resignation is late.

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

## **ARTICLE XVIII** **PROGRESSIVE DISCIPLINE AND TERMINATION**

1. Violation of College rules and regulations or poor performance may result in disciplinary action. Except in extreme cases, disciplinary measures will be progressive in order to convince the employee of the seriousness of the situation and the importance of correcting his behavior. The normal progression of actions, depending on the seriousness of the offense and the prior record of the employees, will be as follows:
  - a. Verbal warning
  - b. Written warning
  - c. Suspension without pay (maximum two [2] weeks)
  - d. Discharge

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

2. No Professional Staff employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the article of the Agreement entitled "Grievance Procedure." The Administration and the Association mutually agree to expedite such a grievance in order to process it to its final conclusion within two (2) weeks of its initiation. Notwithstanding the above, the dismissal of a probationary employee for cause is not grievance.
3. Notwithstanding the appointment by the College of an employee for term of any duration, should the College exercise its right to terminate the employment of such employee(s) for reasons other than those set forth in Article XVII., Section 1 (Termination), Article XVIII., Severance Allowance, Section 1 (Termination or Layoff for Fiscal Exigency or discontinuance of Department/ Program), in which cases the provisions set forth in such Articles shall apply, the College shall only be obliged to provide a sixty (60) day written notice of termination in advance of the effective date of the employee's termination. Specifically, in the case of employees employed by the College for ten (10) years or greater, the College's sole obligation shall be to provide a sixty (60) day Notice of Termination and remit to the employee a sum equivalent to six (6) months salary at the employee's then current rate,

notwithstanding that there may be greater than six (6) months remaining on the duration of the employee's appointment. Specifically, in the case of employees employed by the College for less than ten (10) years, the College's sole obligation shall be to provide a sixty (60) day Notice of Termination and remit to the employee a sum equivalent to three (3) months salary at the employee's then current rate, notwithstanding the fact that there may be greater than three (3) months remaining on the balance of the employee's appointment.

## **ARTICLE XIX SEVERANCE ALLOWANCE**

1. Should it be necessary for the College to terminate or lay off any employee on the Professional Staff because of financial exigency or bona fide discontinuance of a program or Division/Department, the employee concerned shall be given notice as soon as possible. The terminated employee shall receive one (1) week's pay for each year of service to a maximum of eighteen (18) weeks. Before terminating an employee because of discontinuance of a program or Division/Department, the College will make every effort to place the employee in another suitable position.

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

## **ARTICLE XX JOB SECURITY**

1. After five (5) years in the unit, Professional Staff members shall only be subject to non-reappointment for just cause or a "reduction in force" ("RIF") as established by the College. The College shall give both the Professional Staff member and Association advance notice of reappointment or non-reappointment by no later than April 1st.
2. If non-Professional Staff members are transferred or moved into the Professional Staff Association, they are subject to a probationary period of thirty (30) days before they are eligible to accrue time toward the Job Security benefit identified in Paragraph (1) listed above. The time in the unit will be calculated to include all continuous full-time employment at the College. This applies to employees in any other BCC collective bargaining association and confidential classifications.
3. If the subject employee successfully completes the probationary period, his/her time shall be accrued to include all continuous full-time employment at the College. This applies to employees in any other BCC collective bargaining association and confidential classifications.
4. If said employee does not complete their probationary period, then they may be

transferred back to their prior position or other suitable position at the discretion of the College.

## **ARTICLE XXI** **WEATHER/EMERGENCY CLOSINGS**

1. When it is necessary to close the College because of weather conditions or emergency, this decision will be announced using the College's emergency notification system.
2. The President, or his/her designee, will establish the start time and end time of the weather/emergency closing.
3. In order to maintain essential services during weather conditions or an emergency, employees classified under Group IV, Group VI, or Group VII, whose job descriptions include weather and emergency response duties, are required to work their normal schedule during the period of the closing and shall be paid one and one half (1 1/2) times their regular hourly rate during the period of closing. If such employees do not work their normal schedule during this period, they will be charged vacation days for the time missed or will have their time docked if no vacation days are available. Employees in all other classifications who are called in to work during the closing shall receive compensation at one and a half (1.5) times their regular hourly rate.
4. Time off requested on the day that a partial weather/emergency opening or closing occurs, will not be restored, except if the time off was pre-approved, in which case, the partial time off will be restored. However, if the time requested was sick or family illness, those times will not be restored.

## **ARTICLE XXII** **BENEFITS**

1. The Board agrees to provide each member, with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or the New Jersey School Employees Health Program. Employees shall contribute to their health care in accordance with Chapter 78, P.L. 2011. The College further agrees during the term of the Agreement that if it negotiates a reduction in the health care contribution level for another bargaining unit at the College, it will agree to reopen negotiations with the Professional Staff Association. The Board will continue to provide for employees a dental plan with its present coverage. The parties agree that the College shall have the right to change from its present medical, dental, prescription and vision insurance carriers providing the resulting coverage is equal or better than the current coverage provided to the bargaining unit. The right to change from the present insurance provider shall be exclusive to the College, provided the change results in equal or better coverage to the bargaining unit. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such benefit coverage.

2. An employee shall not forfeit any sick leave or personal leave for absence due to job-connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue an employee's salary and benefits subject to reimbursement by the employee, following the Worker's Compensation awards, to the amount of such award; this continuation shall cease when the employee returns to work or reaches the maximum allowable number of weeks of benefit under the Worker's Compensation Law, whichever occurs first.

If an employee leaves work after reporting an injury to seek medical attention/evaluation, such employee shall not return to work until the medical evaluation has been completed and the employee has been cleared to return to work with no restrictions.

3. Full time employees who have a minimum of six (6) months of active full-time employment with the College, as of the first day of class of the course being attended, shall be accorded the privilege of having their dependent children who are residing in their home, attend Bergen Community College. Such dependent children of eligible full-time employees may be enrolled for credit at Bergen Community College courses for credit without payment of tuition fee provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. The term "dependent child" status ends at the end of the calendar year in which the dependent child becomes independent from the full-time employee who is otherwise eligible under Section 3, but in no event beyond the dependent child attaining the age of twenty-six (26) years in said calendar year. Any and all dependents and beneficiaries of a regular full-time employee who attend the College shall submit their FAFSA form as well as any and all related documentation required for FAFSA for financial aid purposes. An employee must be employed on the start date of the term for which the dependent is enrolled. Full-time employees will, on a space available basis, be eligible for reimbursement for tuition and fees incurred in enrollment in up to two (2) continuing education courses related to the employee's current position per year. Such reimbursement shall not exceed \$1,200.00 per any fiscal year. The employee will pay the balance of any tuition and/or fees that exceed \$1,200.00 per fiscal year.

Full time employees and their spouses will be permitted to take up to six (6) credits per semester, without payment of tuition fee at Bergen Community College with enrollment in any classes at Bergen Community College for which they meet entrance requirements and provided space is available.

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).

4. Those employees who take special job-related courses authorized in writing by their Division/Department Head will be reimbursed for the following expenses upon presentation of proof of successful completion of all courses and submission of appropriate receipts.
  - a. Tuition
  - b. Fees (including licenses if required by the College)
  - c. Books
  - d. Mileage and Tolls

Successful completion of the course shall be noted in the employee's personnel file.

5. The College agrees to pay up to the rate charged per graduate credit at Rutgers University (for a maximum of twelve [12] credits per year) for graduate or self-improvement studies related to and within the scope of the employee's classification at the College, provided his/her course of study has been submitted to the President of the College or their designee for review and approval. In special circumstances, an employee may request approval for reimbursement of tuition for undergraduate credits in lieu of graduate credits. An employee making such a request must have completed his or her associate's degree or equivalent, must be enrolled in an accredited college, and must be pursuing a degree related to the employee's classification at the College. Approval for reimbursement will be limited to 12 credits per year (no more than 6 credits per semester/session) to a maximum of 30 undergraduate credits and will be at the prevailing Rutgers University undergraduate per credit rate. If said employee later wishes to enroll in graduate studies, reimbursement will be limited to a maximum of 30 graduate credits. All requests for approval for undergraduate or graduate credit enrollment and subsequent requests for reimbursement after successful course completion must be submitted to the President or their designee. Successful completion is defined as receipt of a "C" or better on an official transcript for graduate credits.

## **ARTICLE XXIII** **DOMESTIC PARTNERSHIPS/CIVIL UNIONS**

1. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Domestic Partnership Act (the "Act") N.J.S.A. 26:8A-1, et. seq. or the Civil Union Law (the "Law"), N.J.S.A. 37:128, et. seq.
2. 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 18, be of the same sex, and not have been a partner in a prior domestic partnership in the past 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.
3. In order to establish a civil union under the law, both persons must not be a party to another civil union, domestic partnership or marriage in this State; be of the same sex; and be at least 18 years of age, except as provided in section 10 of the Law.
4. 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.

## **ARTICLE XXIV** **HOLIDAYS**

1. Effective July 1, 20024 holidays will be designated as follows:
  1. Independence Day
  2. Labor Day
  3. Thanksgiving Day
  4. Day after Thanksgiving
  5. Christmas Day
  6. Workweek days between Christmas Day and New Year's Day
  7. New Year's Day
  8. Dr. Martin Luther King, Jr. Day
  9. Memorial Day
  10. Juneteenth
  11. Two (2) floating Holidays when the College is open and classes are scheduled

Should any Holiday above fall on a weekend, observance of such Holiday will be in accordance with the Federal Holiday schedule.

In the event that Juneteenth and/or Independence Day is observed on a Friday when Summer Hours are in place, the Holiday shall be treated as a floating Holiday to be used during the next academic year.

2. 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 15th and January 15th. The College shall acknowledge receipt of notification and provide approval no later than September 1st and February 1st.
3. When an employee is required to work on any holiday listed in Section "1" above, they will be compensated by allowing equivalent compensatory time at the proper overtime rate or at one and one-half (1½) times their regular hourly rate up to a maximum rate as stated in Article IX., Overtime.

## **ARTICLE XXV** **VACATIONS**

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. Employment before the 15th day of a month shall be considered employment for the full month,
2. A member shall receive one (1) vacation day per month during his initial employment period, through June 30. Thereafter, the schedule listed below shall be in effect.
3. Subject to the limitations defined in section 2 above, the following schedule of vacation entitlement shall be in effect:

Year 1 – 15	Year 6 – 20 days
Year 2 – 16 days	Year 7 – 21 days
Year 3 – 17 days	Year 8 – 22 days
Year 4 – 18 days	Year 9 – 23 days
Year 5 – 19 days	

4. Professional Staff members shall accrue their annual vacation allotment on July 1<sup>st</sup> of a contract year.
5. In the event that an employee resigns or retires prior to the completion of a calendar year, the BCC shall prorate his or her vacation time for that year. Should an employee leave employment with a negative balance of vacation days, he or she shall be required to pay those days back.

6. 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. Members shall only accrue vacation during months of active employment, not to include leaves of absence (i.e. medical, maternity, family leave or other). Therefore, a member shall have his vacation entitlement adjusted to reflect his months of active employment.
7. All members are expected to utilize their vacation entitlement in accordance with Board policy and practice. Any vacation entitlement not utilized as prescribed shall be forfeited within fifteen (15) months from the end of the fiscal year in which it was accrued.
8. Employees can utilize up to two (2) vacation days annually in one (1) hour increments.
9. 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 arranging the vacation schedule, seniority shall rule.

## **ARTICLE XXVI** **SAFETY AND HEALTH**

The Board and the Professional Staff Association recognize the importance of safety provisions for the welfare of the Professional Staff and for the protection of College property and both the parties recognize their mutual interest to assist in the prevention, correction, and elimination of all unhealthy and unsafe working conditions and practices.

The College shall continue to make reasonable provisions for the safety and health of the employees during the hours of their employment and the Professional Staff Association shall cooperate in maintaining the College's rules regarding health and safety which shall include the observation of safe working procedures throughout the College and exercising due care at all times.

No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the College or any local, State, or Federal health and safety laws.

Employees who are injured at work must immediately report all injuries, no matter how slight, suffered by them in connection with their employment to their direct supervisor and Health Services within twenty-four (24) hours or at the earliest possible time. If Health Services is closed, the injuries shall be reported to the Public Safety Department.

Employees are not required to lift any piece of College owned equipment or office furniture in

excess of 50lbs. Employees shall not be required to transport any College owned equipment with their own personal vehicle.

## **ARTICLE XXVII ASSOCIATION PAYROLL DUES DEDUCTION**

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

The College, in compliance with State Law and this Agreement, will deduct from non-union members in this bargaining unit a representation fee equal to eighty-five (85%) percent of the dues and fees of Union members.

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

## **ARTICLE XXVIII SERVICE OF NOTICE**

Whenever formal communication is required to be given by either of the parties to this Agreement to the other, either party shall do so by registered letter or by hand delivery, with a signed return acknowledgement of receipt thereof.

## **ARTICLE XXIX PERSONNEL FILE**

The official personnel file on each employee shall be maintained in the Human Resources Department. Any employee may make a request, in writing, to see their personnel file in the presence of a representative of the Human Resources Department, and at the request of the employee, a union representative. However, before the file is made available to the employee, all outside references not generated by the College will be removed from the file. An Association representative may accompany the employee at the time the file is examined. The file shall not be removed from the Human Resources Department by the employee.

Except for: (a) References, (b) Confidential material relating to the discipline of an employee, no other material shall be placed in the employee's personnel file until they have been given the opportunity to read the contents and attach any comments, they may so desire. All such materials shall be initialed by the employee before being placed in

their personnel file as evidence of their having seen the same. This initialing shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any material after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document. The employee shall receive a copy of the document.

If an employee feels certain material within the personnel file should be deleted, the employee may ask for a review of their file. If Human Resources is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed immediately in the presence of the employee.

If a Division/Department file exists, or if any material pertinent to an employee's file exists elsewhere but is not part of the official Personnel file, this material shall not be used against the employee unless the employee has prior knowledge of the documentation and has had an opportunity to initial same. The employee shall receive a copy of the document.

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

## **ARTICLE XXX** **LEAVES OF ABSENCE**

### **1. SICK DAYS**

During the first contract year (full or partial) of employment, each employee shall be allowed one (1) sick day per month for each month of active employment during said year. Any employee on the job on or before the 15th of the month shall be allowed one (1) sick day for said month. At the beginning of each contract year (July 1 through June 30) after the completion of the aforesaid first contract year (full or partial), each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year (i.e., employee on leave) the sick day allowance shall be prorated in accordance with the number of months of active employment. Employees can utilize up to two (2) sick days annually in one (1) hour increments.

All sick leave shall be calculated on a bank arrangement, i.e., an employee starts work on August 12th, said employee shall have eleven (11) sick days during the period through June 30th. Should this employee become ill for six (6) days in September, since said employee would have earned only two (2) sick days, the employee would owe the bank four (4) sick days. Should said employee terminate employment with the College prior to earning sufficient time to cover to advance from the bank, said employee would be financially penalized for the number of days outstanding. Unused sick leave is accumulated from year to year; maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. The College

has the right to require an employee to provide a doctor's certificate if absent for more than three (3) consecutive working days or for recurring absences or if a pattern of absences has been identified. The College shall advise each employee, in writing, as to the amount of accumulated sick leave time on or before June 30th of each year.

An employee shall be allowed a maximum of three (3) days which shall not be charged against sick leave provided the employee meets part (minimum of three (3) hours) of his obligation on said days. The only exception to this would be that a new employee employed by the College after December 31<sup>st</sup> of any given year shall be entitled to only one (1) day that first year.

Sick leave payouts at the time of retirement/death shall be in accordance with applicable New Jersey law. The employee shall be paid for one-half (1/2) of their unused accumulated sick days at a daily rate based upon the employee's salary at the time of retirement up to a maximum payment of \$17,500.00, or consistent with current law. Employees hired on or after May 21, 2010, shall be paid a maximum of \$15,000 at the time of retirement. In the event of an employee's death prior to termination, regardless of age or length of service, their beneficiarie(s) shall be paid one-half (1/2) of the unused sick calculated as above.

## 2. EMERGENCY SICK DAY BANK

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 an Emergency Sick Day Bank. Emergency medical circumstances shall be determined on a case-by-case basis, and such determination must be requested by an employee and agreed to by another employee. Members of the Bargaining Unit may voluntarily donate up to five (5) of his/her own accumulated and earned sick days per year to the Emergency Sick Day Bank. Said sick days shall be subtracted from the donating employee's total accumulated and earned sick days and be deposited into the Emergency Sick Day Bank and then transferred to the affected employee'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 employee's sick day account. A member of the Bargaining Unit shall be eligible for Emergency Sick Day Bank transfers for more than one (1) medical emergency occurrence.

## 3. BEREAVEMENT DAYS

An employee shall be entitled to four (4) working days for a death in the immediate family. Immediate family is defined as father, mother, sister, brother, child, spouse, ex-spouse (in the event there are minor children with the ex-spouse), grandchild,

grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

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

Time must be taken in full-day increment(s) and within a one-year period of the individual's passing.

#### 4. JURY DUTY DAYS

When an employee receives a notice for jury duty, he must present the notice to his supervisor immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, he shall be paid his base pay earnings, including any applicable shift premium. The employee shall forward any jury pay in excess of \$5.00 (less compensation for mileage) to the College.

#### 5. MILITARY LEAVE

Any employee inducted into the Armed Forces of the United States during the period of this Agreement shall have the right to reinstatement to their former position at the termination of such service, provided that within ninety (90) days of receiving an honorable discharge from such Armed Forces, the employee applies to the College for reinstatement. Time spent in military service shall be treated as a leave of absence during which time an employee will not be entitled to any form of compensation, but they may accumulate seniority.

The College shall pay to employees who are called into the Armed Forces of the United States for annual two (2) week periods of active duty for training, the difference between their military pay for such periods and their pay from the College for two (2) weeks of a regular work schedule. The College will respect all other rights of such employees in accordance with applicable state and federal statutes. An employee returning from Military Leave shall be placed on a salary schedule at the level they would have achieved had they not been absent on Military Leave.

#### 6. MEDICAL LEAVE

An employee in the Professional Staff may be granted a leave of absence without pay for medical reasons. Said leave may be granted for a period of up to six (6) months by the Board of Trustees. Said employee shall be asked to present a doctor's certificate in support of this request. Said employee may be required to take a physical examination with a physician chosen by the College; in such an event, the College will pay for the

physician's services. The employee may not be gainfully employed during this period. During the period of the leave, the College will continue to pay all health benefits within the limits prescribed by law and in compliance with the rules of the State of New Jersey, Division of Pensions. The employee shall pay the premium amount for any and all benefits for the duration of their unpaid leave. Failure to pay on time will result in the benefits being terminated and submitted to the COBRA administrator for continuation. The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work; they may be required to take a physical examination with a physician of the College's choosing to substantiate their fitness, in which case the College will pay for the physician's services. Upon return, said employee shall be placed in a position and at a salary as close as practical to their position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

## 7. MATERNITY/PATERNITY/ADOPTION LEAVE

After two (2) years of continuous employment with the College, an employee shall be entitled to a maternity/paternity or adoption leave for a period of up to one (1) year, without pay, commencing on the date specified by the attending physician or adoption agency. The leave may be extended by application of the employee to the Board of Trustees for additional periods of up to one (1) year, not to exceed a total leave of two (2) years. An employee having less than two (2) years of continuous employment shall be entitled to a maternity leave without pay of up to three (3) months. The employee may not be gainfully employed, except at the College, during this period.

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

An employee returning from a maternity/paternity/adoption leave shall be required to give one (1) month's written notice of a desire to return to work to the Human Resources Department. Upon return, said employee shall be placed in a position and at a salary as close as practical to their position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority. Employees may elect to use sick leave in any combination with maternity/paternity/adoption leave.

An employee with more than two (2) years of continuous service may elect a maternity/paternity/adoption leave, for six (6) months or less, without pay, commencing on the date specified by the attending physician or adoption agency. The employee must use vacation time and may elect to use sick leave time, for the purposes of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/paternity/adoption leave shall be required to give the Human Resources Department a one (1) week advance written notice of a desire to return to work. Upon return, said employee shall be placed in the same position they held prior to the leave and shall receive their full

salary entitlement for the position.

An employee with less than two (2) years of continuous service shall be entitled to a maternity/paternity/adoption leave of not more than twelve (12) weeks without pay, commencing on the date specified by the attending physician or adoption agency. The employee must use vacation time and may use sick leave time for the purpose of compensation during the leave but not for the purpose of extending the leave period. An employee returning from such a maternity/paternity/adoption leave shall be required to give the Human Resources Department a one (1) week advance written notice of a desire to return to work. Upon return, said employee shall be placed in the same position they held prior to the leave and shall receive their full salary entitlement for the position.

During the period of the leave the College will pay all health, dental and vision benefit premiums for 30 days after the employee goes off payroll. The employee is expected to pay for their own benefit premium thereafter.

In the case of an approved Family Medical Leave Act (“FMLA”), an employee who already receives health insurance through the College, will continue to receive all health, dental and vision benefits paid for in full by the College. The employee will need to continue to make any normal contributions for the cost of the health insurance premiums.

## 8. PERSONAL LEAVE

Special leave for personal needs of not more than four (4) working days a year may be granted with pay by the employee's immediate supervisor and must be used in the fiscal year in which it is issued. Employees cannot use more than two (2) consecutive personal days unless approved by a manager/supervisor.

Personal days are for use by the staff for emergencies. Whenever possible, advance notice for use of a personal day should be given to the respective supervisor; however, in an emergency situation, a personal day can be used without advance notice. In all cases, there is no need for any employee to disclose the nature of his/her request to utilize a personal day.

## 9. OTHER LEAVES OF ABSENCE

Upon written request to the employee's Division/Department Head and the Executive Vice President or his designee, the Board of Trustees may grant a leave for up to six (6) months. An employee shall have been employed for at least two (2) years at the College before said leave is granted. When required, an extension of this leave may be granted for a period of an additional six (6) months. The employee may not be gainfully employed during this period. Should an employee fail to return promptly after said leave of absence has expired, said employee may be considered to have resigned from the position at the College. Such resignation is not considered to be in good standing.

This leave shall be without pay and neither retirement nor salary increase, nor any other benefits shall be granted during the period of the leave. Upon return, said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

## 10. CONCURRENT USE OF LEAVES OF ABSENCE

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

# ARTICLE XXXI

## GRIEVANCE PROCEDURE

### 1. INTENT

The College and the Association agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Association, its employees, and the College. Nothing herein shall prevent employees from discussing problems privately with their supervisors in an attempt to resolve them.

### 2. DEFINITION

A grievance is an allegation by an employee or the Association that there has been a misinterpretation, misapplication, or violation of the terms of this Agreement or an arbitrary or discriminatory action by the College affecting a term or condition of employment.

### 3. PROCEDURE

- a. Step One - Within fifteen (15) working days after the occurrence giving rise to a grievance is known, or should have been known, the employee shall discuss the grievance informally with their immediate supervisor with the objective of resolving the matter informally.
- b. Step Two - If within ten (10) working days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he may

formally submit to the Vice President of Human Resources and Organizational Development or his/her designee a written grievance. Within twenty (20) business days after receiving the written grievance the Director of Human Resources or his/her designee shall render a written report of the disposition of the grievance to the grievant.

- c. Step Three - In the event the grievant is not satisfied with the disposition of the grievance at Step Two, they may, within fifteen (15) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or their designee, shall conduct a hearing on the grievance appeal. The President shall render their report and decision on the grievance appeal within twenty (20) working days from their receipt of the grievance. Copies of the President's decision shall be given to the grievant and the Association.
- d. Step Four.
  - i. If the grievance concerns the imposition of discipline or reprimand and the employee is not satisfied with the disposition of their grievance by the President, they may request in writing that the Association submit the grievance to binding arbitration. If the Association desires to submit the grievance to arbitration, it must do so within twenty (20) working days after receipt by the Association of the Step Three decision of the President of the College.
  - ii. For disputes involving discipline or reprimands, the Association and the College shall jointly request a list of arbitrators from the Public Employee Relations Commission and the matter shall proceed in accordance with the rules and regulations of the Public Employee Relations Commission in the selection of an arbitrator. For all other disputes, arbitration shall proceed only if mutually agreed upon by the parties.
  - iii. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and recommendations on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any recommendations which require the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Commissioner of Education and the Office of the Secretary of Higher Education. The arbitrator's authority shall be limited to determining whether just cause exists for disciplinary action or reprimands, consistent with N.J.S.A. 34:13A-29. For all other grievances, the arbitrator's decision shall be advisory only, unless otherwise agreed by the parties.

- iv. The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of hearing rooms shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.
- v. For grievances concerning discipline or reprimands, the decision of the arbitrator shall be binding upon the parties, as required under N.J.S.A. 34:13A-29. For all other grievances, the decision shall be advisory only, unless mutually agreed otherwise by the parties.

- e. If the College or its representatives fail to respond at any step of the grievance procedure within the time limits, the grievant or the Association will have the option of requesting an immediate response or moving the grievance to the next step of procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.
- f. The time limits set forth in the procedure may be extended by mutual agreement.
- g. Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of the Association.

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

## **ARTICLE XXXII** **MERIT AWARD PROGRAM**

Effective July 1, 2010, an annual merit-based award program is hereby established. One or more members shall be selected each year. Recommendations for such awards will be communicated to the President of the Association by May 1 of each year by the President of Bergen Community College. The effective date of the merit award increases shall be July 1 and will be in addition to any other salary adjustments/increases provided for the collective bargaining agreement. All Merit Award Program recommendations must be approved by the Board of Trustees of the College. The parties agree to meet and discuss the implementation of the Merit Award Program with an effective date of July 1, 2015, and annually thereafter, which shall be based on employee evaluations. The first promotional group identified in 2012 shall be included in the July 1, 2015, Merit Award Program. This shall be implemented within sixty (60) days following the ratification of the memorandum of agreement.

Within six (6) months of mutual ratification of this Agreement, the Parties shall meet and confer regarding wage equity. If mutually deemed necessary, additional meetings shall be scheduled to discuss this issue during the life of the Agreement. Any mutually agreed to change(s) may be implemented while the 2024-2028 contract is in full force and effect.

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FOR THE ASSOCIATION

  
\_\_\_\_\_  
Frank Cicero

BCC Professional Staff Association

FOR THE EMPLOYER

  
\_\_\_\_\_  
Eric M. Friedman

Dr. Eric M. Friedman, President  
Bergen Community College

  
\_\_\_\_\_  
Dorothy Blakeslee

Dorothy Blakeslee, Chairperson of the  
Board of Trustees

**APPENDIX A**  
**SALARY GUIDE 7/1/2024 - 6/30/2028**

**CLASSIFICATIONS**

**Group I**

Financial Aid Assistant  
Office Services Supervisor  
Evening Coordinator

**Group II**

College Nurse  
Financial Aid Specialist  
Resource Accommodations Specialist  
Admissions Specialist  
Financial Aid Generalist  
Program Supervisor  
Scheduling & Facilities Planner

**Group III**

Coordinator of Printing and Copying Services  
Public Information Assistant  
Senior Financial Aid Specialist  
Research and Operations Assistant  
Program Support Bergen County Jail  
Success Coordinator  
Academic Advisor  
Senior Scheduling & Facilities Planner  
Coordinator for Student Conduct

**Group IV**

Custodial Supervisor (40 Hrs.)  
Graphic and Web Designer  
Groundskeeper Supervisor (40 Hrs.)  
Instructional Designer  
Technical Coordinator (40 Hrs.)  
Academic Coaching Supervisor  
Learning Support Coordinator  
Coordinator of Athletic Equipment  
Federal Work Study Coordinator

Transfer Coordinator Academic Advisement  
Career Coordinator Academic Advisement  
Testing Assistant  
Athletic Trainer and Coordinator  
Coordinator Student conduct  
Coordinator Veteran and Military  
Bergen for Business Coordinator  
Coordinator Multicultural  
Coordinator of Educational Outreach  
Coordinator Evening and Weekends  
Coordinator of Testing  
Public Safety Officers – Sergeants (40 Hrs.)  
Group Teacher (10 and 12 Month Positions)  
Mental Health Support Specialist

**Group V**

Accountant  
Manager of Learning Assistance Center  
Student Life Coordinator Organizations and Events  
Financial Analyst  
Supervisor Vocational Development and Career Placement  
Office Services Supervisor – Meadowlands  
Coordinator Enrollment Management  
Manager Workforce and Career Placement  
Technical Support Specialist II  
Manager Service Desk  
Coordinator of International Services  
Coordinator Health Professions Simulation  
Coordinator Success and Completion  
Student Life Coordinator, Student Conduct and Development  
Student Life Coordinator, Student Leadership and Technology  
Process Automation Specialist  
Head Teacher  
Supplemental Instruction Coordinator

**Group VI**

Coordinator of Environmental Health & Safety  
Senior Grants Writer  
Assistant Manager Account Payable  
Maintenance Supervisor  
Manager Business Development  
Assistant Director of Admissions  
Assistant Director of IT business Operations  
Assistant Director of Public Relations  
Assistant Director of Financial Aid  
Assistant Director Child Development Center (10 Month Position)  
Assistant Director of Public Relations  
NJ Stars Coordinator  
Assistant Director Business Op.  
Assistant Director – Purchase

**Group VII**

Manager of Media Technologies  
Systems Administrator II  
Web Designer  
Assistant Director Accounting  
Senior Technical Coordinator  
Network Administrator II  
Manager Access Services  
Assistant Director User Services  
Assistant Director OneStep  
Associate Director Public Safety  
Associate Director Health Services  
Associate Director of Library  
Director of Campus Planning and Improvements  
Manager of New Media Services  
Director, Child Development Center  
IT Endpoint Engineer  
Business System Analyst  
Assistant Director of Grants  
Assistant Director, CE & Workforce Development  
Assistant Director of Student Life  
Assistant Director Student Finance Services

<b>Group ID</b>	Adjusted Salary Schedule from 2018 Agreement
	Min - Max
<b>Group I</b>	\$38,000 - \$53,499
<b>Group II</b>	\$38,000 - \$60,764
<b>Group III</b>	\$40,000 - \$64,404
<b>Group IV</b>	\$44,000 - \$72,208
<b>Group V</b>	\$50,000 - \$81,562
<b>Group VI</b>	\$53,296 - \$88,826
<b>Group VII</b>	\$56,759 - \$96,088

<b>Group ID</b>	<b>7/1/2024 - 6/30/2025</b>	<b>7/1/2025 - 6/30/2026</b>	<b>7/1/2026 - 6/30/2027</b>	<b>7/1/2027 - 6/30/2028</b>
	<b>Min - Max</b>	<b>Min - Max</b>	<b>Min - Max</b>	<b>Min - Max</b>
<b>Group I</b>	\$39,463 - \$55,559	\$40,963 - \$57,059	\$42,213 - \$58,309	\$43,463 - \$59,559
<b>Group II</b>	\$39,463 - \$63,104	\$40,963 - \$64,604	\$42,213 - \$65,854	\$43,463 - \$67,104
<b>Group III</b>	\$41,540 - \$66,884	\$43,040 - \$68,384	\$44,290 - \$69,634	\$45,540 - \$70,884
<b>Group IV</b>	\$45,694 - \$74,988	\$47,194 - \$76,488	\$48,444 - \$77,738	\$49,694 - \$78,988
<b>Group V</b>	\$51,925 - \$84,702	\$53,425 - \$86,202	\$54,675 - \$87,452	\$55,925 - \$88,702
<b>Group VI</b>	\$55,348 - \$92,245	\$56,848 - \$93,745	\$58,098 - \$94,995	\$59,348 - \$96,245
<b>Group VII</b>	\$58,944 - \$99,788	\$60,444 - \$101,288	\$61,694 - \$102,538	\$62,944 - \$103,788