

**Bergen Community College Support Staff
Association, Inc.**

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 Support Staff Association, Inc., hereinafter referred to as the "ASSOCIATION".

WHEREAS, the ASSOCIATION and the BOARD have, in good faith, bargained collectively with respect to the terms and conditions of employment for all the employees within the BARGAINING UNIT and have reached an amicable settlement as is more particularly set forth hereinafter:

ARTICLES OF AGREEMENT

Now, therefore, the parties hereto agree as follows:

ARTICLE I BARGAINING UNIT

1. The Board hereby recognizes the Bergen Community College Support Staff Association, Inc. as the exclusive negotiating, bargaining and contractual representative for all current and future regularly employed full-time (12 month) employees, child care assistant (12 month) employees, and regularly employed part-time (20 hours per week minimum) employees assigned to a salary range, employed on campus or on leave, all of which collectively are designated as the Bargaining Unit. The term, employee, when used hereafter in this Agreement, shall refer to those job titles listed in the salary guide (Appendix "A").
2. Any job classification established during this Agreement shall be either excluded or included within the bargaining unit, subject to mutual agreement of the parties. In the event the parties fail to agree, the dispute may be submitted to PERC for a unit clarification in accordance with its rules and regulations.

ARTICLE II DUES DEDUCTION

1. The College agrees to deduct from the salaries of the Support Staff Association members' weekly dues for membership in the Negotiations Unit, provided the member has signed and filed an appropriate written authorization as required by law with the designated payroll clerk. Any existing authorization for the payment of dues to an employee organization other than the employee's duly certified majority representative will be terminated.
2. The Treasurer of the Association shall certify to the College the amount of the dues and shall notify the College of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change. The dues so deducted will be transmitted to the Association's Treasurer, together with a list of the employees included, by the fifteenth of the month following the month in which the deductions were made.

3. Notice of Dues and Fees: Prior to the beginning of each agreement year, the Association will notify the College in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that agreement year.
4. Legal Requirements: Provisions in this clause are further conditioned upon all other requirements set by statute.

**ARTICLE III
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 part of this Agreement as amendments. The parties agree that during the term of this Agreement, they shall, upon mutual agreement, meet in a good faith effort to resolve issues which may arise that are not covered by 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 Association's current members and will notify the Association of the hiring of any new member on an ongoing basis. The Association and the College further agree to cooperate in exchanging information on an ongoing basis.
3. During the term of this Agreement or extension thereof, the Association agrees that neither the Association, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down, or any job action of any kind. In the event of a non-authorized strike, cessation of work, slow down or interference of any kind with normal College operations, the Association agrees to promptly cause a termination of those activities and/or any other job interference. The College shall not cause a lockout of the Association members from the required work assignments during the term of this Agreement.
4. This Agreement represents and incorporates the complete and entire understanding of the parties on all matters which have or could have been the subject of negotiations pertaining to terms and conditions of employment.
5. Should a mutually accepted amendment be negotiated by the parties it shall be reduced to writing and submitted to appropriate ratification procedures of the parties and if ratified by both parties, shall become part of this Agreement
6. Severability: If any portion of this agreement or the application of this agreement to any person or circumstance should be held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this agreement shall remain valid.
7. The Board agrees to make available a copy of this Agreement, within a reasonable time, after

signing by both parties, to all Association employees, current and future, electronically through the College's website and four (4) copies maintained at the reference desk in the Sidney Silverman Library.

8. The term "employee", as used herein, shall be defined to include the plural as well as the singular and the female as well as the male, where applicable.
9. 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.
10. This Agreement shall be binding upon the parties and their successors or legal representatives.
11. Waiver - the failure of either party to pursue any rights granted herein shall not deem to be a waiver of such party's exercise thereof in the future.
12. Whenever spouse is used, it is understood to include civil union partner.

ARTICLE IV NEGOTIATIONS

1. 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. The parties shall enter into negotiations no later than April 1st of the date preceding the expiration of this contract unless otherwise agreed to by both parties.
2. The Association and the Board agree that negotiations shall proceed in good faith effort on the part of both parties to arrive at an Agreement on salaries, wages, and other conditions of employment within the rules as set forth in Chapter 123, P. L. of N.J. 1974.
3. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party, and it is mutually agreed that said representatives shall have all necessary authority to make proposals and make counter proposals during negotiations.
4. Upon request, the Board shall make available to the Association relevant non-confidential data pertaining to unit members which the Board has in its possession and the Association may need to negotiate a successor agreement.

**ARTICLE V
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 law.

**ARTICLE VI
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 the employee's volition, have the right to join and support the Association and its affiliates for the purpose of negotiating salary, wages, and other conditions of employment. Further, the employee may take part in any Association activity for their and/or the Association's mutual aid without fear of recrimination provided the activity does not adversely interfere with the operations of the College. It is further agreed that no employee will be discriminated against by reason of the employee's membership in the Association, its affiliates and the employee's activity there in or the employee's institution of any grievance concerning terms and conditions of employment pertaining to this Agreement.
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, the employee shall suffer no loss in pay, nor shall the employee be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall the employee receive extra compensation therefore.
4. Meeting Space: The Association and its 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.
5. 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.
6. 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.

7. Bulletin Board: The Board will provide a covered bulletin board for exclusive use by the Association, in a mutually agreed upon location 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 ensure notices are current.
8. 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. The Association shall be responsible for acquainting its members with the provisions of this Agreement.
9. Inspection Privileges: The authorized representative of the Association, or the authorized representative's designee, upon arrival at the College, shall notify the President, or the President's designee. The representative, or the representative's designee, shall have access to the College's premises during working hours to assist the employees that the representative represents. Such visits shall not interfere with or interrupt the normal and efficient operation of the College, nor shall the visitation privilege be arbitrarily withheld.
10. Inspection of Records: Association officers or Representatives shall, upon reasonable notice, be permitted to examine during normal working hours, time records, logs, and payroll records which may be applicable to any grievance arising under this Agreement.
11. A committee of two (2) delegated employees chosen by the representative of the Association shall represent the Association at the President's Advisory Council.

ARTICLE VII HOURS OF WORK

1. The normal workday for those employees working a thirty-five (35) hour work week shall be seven (7) hours, exclusive of any unpaid lunch period. The normal workday for those employees working a forty (40) hour work week shall be eight (8) hours, exclusive of any unpaid lunch period, except for those employees assigned to jobs which by their nature require continuous operation; normal hours for such employees (HVAC mechanics, public safety officers, electricians and computer operators) shall be eight (8) hours per day over a period of five (5) days in a given week inclusive of lunch periods.

If an employee receives an unpaid thirty (30) minute lunch period, such employee should take that lunch between the third and fifth hours of their scheduled shift.

It is understood and mutually agreed that if any employee's starting time on a shift is changed, the employee will be given seventy-two (72) hours' notice prior to the change, except that if unusual circumstances could jeopardize the Physical Plant a change could be made without the

seventy-two (72) hours' notice.

2. 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 Division/Department Head shall give primary consideration to employees with seniority.
3. Employees are required to work the full hours scheduled. Failure to do so will be penalized by pro-rata docking of paid time off, or if the employee has no paid time off, a reduction of salary in fifteen (15) minute increments. If an employee is to be late, they will notify their supervisor no later than the first one-half (1/2) hour prior to the start of their shift. If an employee is to be absent, they will notify their supervisor no later than one (1) hour prior to the start of their shift.
4. Employees will be allowed one (1) fifteen (15) minute break in the first half of the employees' shift and one (1) fifteen (15) minute break in the second half of the employees' shift giving full consideration to the operating needs of the Division/Department. Break time may not be used at the beginning of any work shift nor at the end of a work shift nor may breaks be combined together or with any other break. It is recognized that break time is a privilege and will not be abused.
5. If a shift change is announced, no employee shall be required to report to work before a twelve (12) hour period has lapsed between the conclusion of their last worked shift and the beginning of the new shift, unless agreed otherwise by the employee.

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

2. The period of summer hours shall start on the second Monday in June and shall conclude on the second Friday in August of each year.
3. The operational needs of the College shall govern in the application of the above hours to the working schedules of individual forty (40) hour 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 IX OVERTIME

1. Work in excess of seven (7) hours a day (35 hour employees) and eight (8) hours a day (40 hour employees) shall be paid at one and one-half (1/2) times the regular hourly rate of the employee. Employees will be assigned no less than one-half (1/2) hour of overtime work. All overtime shall be paid to the nearest half (1/2) hour. Overtime shall be scheduled and worked as required by the Division/Department's needs and authorized in advance by the Division/Department Head.
2. An employee shall be compensated at double time for working the seventh (7th) day of the employees' normal work week, (regardless of whether or not they worked on the sixth (6th) day).
3. Opportunities for overtime will be offered as equally as practical by shift and by classification of employees. To the extent practical, regular full-time employees will be given preference over On-Call employees in the scheduling of occasional extra hours.
4. In the Public Safety and Building and Grounds Departments and in the Sidney Silverman Library and Learning Resource Center lists of employees by classification will be posted to record overtime worked and/or declined. Employees will be asked to work in rotational order providing that they are qualified to do the work scheduled; those declining shall so indicate by initialing the list.

ARTICLE X COMPENSATORY TIME

Extra work authorized for and performed by regular full-time employees may be compensated by allowing equivalent compensatory time at the proper overtime rate. The earning of compensatory time is granted at the discretion of the Division/Department Head in consultation with the employees Vice President or designee at the time extra work is authorized. The maximum amount of compensatory time 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 and the employees Vice President or designee. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time.

Earning of compensatory time shall not be arbitrarily denied.

**ARTICLE XI
CALL IN TIME**

Should any employee who has left the premises at the end of their shift be called-in to return to work, they shall be guaranteed:

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

The hours of call in time shall be calculated at time and one-half. Individuals 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 XII
PLACEMENT ON SALARY SCHEDULE**

1. The Parties have agreed to an updated salary guide to reflect revised minimum and maximum salaries for the Support Staff Bargaining Unit members starting for year 2025 (Appendix A). Any Bargaining Unit member who is below the minimum salary listed in Appendix A shall be brought to the new minimum.

After any and all affected Bargaining Unit members are adjusted to the new salary minimums listed in Appendix A, then all Bargaining Unit members shall receive a 3.85% salary adjustment to their June 30, 2024 base salary. The 3.85% salary adjustment shall be retroactive to July 1, 2024, provided the employee has been employed by the College for a period of (1) year prior to June 30, 2024.

Effective July 1, 2025, each employee employed in the Support Staff Bargaining Unit shall receive a 3.45% salary adjustment to their 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, 2025.

Effective July 1, 2026, each employee employed in the Support Staff Bargaining Unit shall receive a 3.45% salary adjustment to their 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, 2026.

Once the updated and revised minimum salary has been adjusted for any impacted Bargaining Unit member:

Effective July 1, 2027, each employee employed in the Support Staff Bargaining Unit shall receive a 3.45% salary adjustment to their 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, 2027.

Employees in the Bargaining Unit whose salaries exceed the ranges and, as a consequence of the wage increases provided herein, shall be “red-circled”, shall receive the foregoing wage increases, if otherwise eligible, even if their salary exceeds the maximum for the range as adjusted.

2. Adjustments for those employees with less than a full year of active employment will be partial as follows:

Start date between July 1 and December 31 – 100% negotiated salary.

Start date between January 1 and June 30 – 50% of negotiated salary.

Additionally, 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, with approval from both the Division Head and the of Human Resources Department, the employee shall, after three (3) consecutive weeks in the higher level position, be compensated at the higher rate until the position is permanently filled.
4. Effective December 1, 2015, longevity payments shall be eliminated for all current and future employees.

ARTICLE XIII SHIFT DIFFERENTIAL

1. Full-time employees shall be compensated with a differential payment working outside of the regular day schedule as follows:

1st Shift	No differential
2nd Shift	\$650.00 per year
3rd Shift	\$1,000.00 per year
Rotating 1st and 2nd Shift	\$325.00 per year
Rotating 1st, 2nd and 3rd Shift	\$600.00 per year
Rotating 2nd and 3rd Shift	\$775.00 per year

Effective July 1, 2009, the shift differential shall be increased by \$200 for all full-time employees receiving a shift differential. The lead person’s hourly rate shall be \$1.25 per hour.

2. 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, they shall be paid shift differential on a retroactive basis to the first day. Employees shall be given a seventy-two (72) hour notice before a change in shift differential is made. If a shift change is announced, no employee shall be required to come in before a 12 hour period has occurred between when the shift ended and when a new shift begins, unless agreed to by the employee.

ARTICLE XIV VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS

1. Notice of all vacancies in association positions shall be posted by the Human Resources Department electronically. Promotional vacancies will be filled from within to the extent practical.
2. The notice shall be posted for five (5) working days and employees interested therein must submit a written application, electronically, stating their qualifications to the Human Resources Department, within the aforementioned five (5) working days. The notice shall state salary range, title, Division/Department, summary of job description, hours and shall be posted electronically.
3. The selection process for internal applicants will be completed within twenty (20) working days of the expiration date of the posting; this time limit may be extended by mutual agreement. If the Employer breaches this provision, any grievance shall commence at Step 2 of the Grievance Process.
4. The Human Resources Department, and the Head of the Division/Department having the open position shall rate the qualifications and abilities of employees who apply and, in the event two (2) applicants are of equal experience and ability, as determined by the Human Resources Department, the applicant with the greater seniority shall be awarded the job.
5. If Divisional/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration for the promotion.

ARTICLE XV PROBATIONARY PERIODS

The first ninety (90) days of initial employment shall be a period of probation of the employee by the supervisor. During this period, the employee may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An employee who successfully completes the initial employment probationary period shall be known as a regular employee in the job classification.

If a regular employee is transferred, assigned or promoted to a different position

through the employee's request or at the direction of the College, there will be a thirty (30) day probationary period. If an employee does not successfully complete this probationary period, the employee will be reassigned to the original position, if available, or the College may place the employee in a position it deems comparable.

It is the College's sole discretion whether an employee has successfully completed the probationary period.

ARTICLE XVI ANNUAL MERIT AWARD/PROMOTIONAL PROGRAM

One or more employees will be selected each year for the Annual Merit Award/Promotional Program. Recommendations for such award will be communicated to the Association by June 1 of each year by the College. The effective date of Annual Merit Award/Promotional Program increases shall be July 1 and will be in addition to any other salary adjustments/increases provided by collective bargaining agreements. All Annual Merit Award/Promotional Program recommendations must be approved by the Board. The parties agree to meet and discuss implementation of the Annual Merit Award/Promotional 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 Annual Merit Award/Promotional Program.

Upon promotion an employee shall receive a minimal promotional increase of five and one half percent (5 1/2%), but in no case less than \$450.00. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of the employees' former position, it will be considered a promotion.

If the new salary based upon the five and one-half (5 1/2%) percent falls within the first quartile of the range, the employee may receive up to an additional one and one-half percent (1 1/2%) increase to bring the employee's salary further into but not beyond the top of the first quartile of the new salary range.

If the combined increase as set forth above (i.e. 5 1/2% + up to 1 1/2%) does not bring the employee to the new salary range minimum, the promoted employee shall receive the new salary range minimum, but nothing beyond that amount. In no event shall the promotional increase exceed the maximum salary of the new position. When an employee moves to a position with a salary maximum of at least \$500.00 in excess of the salary maximum of the employees' former position, it will be considered a promotion.

In the event a staff member applies for a position which has a salary range maximum Five Hundred (\$500.00) Dollars lower than the position the employee holds and is chosen to fill the lower position, the individual's salary shall be reduced by the Dollar increase the employee received when promoted to their existing job classification. If the individual was hired at their existing position the employee will have their salary reduced by five and one-half (5 1/2%) percent. In no event will their new salary exceed

the maximum of the salary range of the lower position.

ARTICLE XVII TERMINATION OF EMPLOYMENT

1. An employee who is resigning from the employees' position shall give a ten (10) business day written notice to the employees' immediate Division/Department Head and the Human Resources Department. Failure to give the required notice in writing shall cause the employee to have deducted from the employees' accrued vacation time one (1) day of earned pay for each day the notice of resignation is late.

Once notice is given, leave time may not be utilized during the ten (10) day period. At any time after receiving notice of resignation, the College may separate an employee. The separated employee will receive all wages due and any other benefits to which he may be entitled under the contract, for the period between separation by the College and the employee's date of resignation, provided the employee has given notice as required herein.

2. Earned vacation shall be paid on a prorated basis, based on the number of months actually worked, and based on the effective date of the employee's resignation.
3. The College shall not discipline or discharge an employee without just cause. Except in extreme cases, disciplinary measures will be progressive. The normal progression of actions, depending on the seriousness of the offense and the prior record of the employee, will be as follows:

1st step – verbal warning may be given by department supervisor/manager. Notes shall be kept in the employee's personnel file, and are admissible/useable if discipline progresses to 2nd step, provided employee is entitled to the same representational rights as presently provided for under Article XVII.

2nd step – written warning is done by the employee's Department Head, in consultation with the Division Head and the Human Resources Department. Written warnings shall be kept in the employee's personnel file, and are admissible/useable if discipline progresses, provided employee is entitled to the same representational rights as presently provided for under Article XVII.

3rd step – suspension without pay or the alternative of final written warning.

4th step – discharge.

Docking of pay:

- 1st dock per year – no action taken
- 2nd dock – begins oral (1st step) discipline process
- 3rd dock – proceeds to written (2nd step) discipline process
- 4th dock – proceeds to suspension or final written warning (3rd step)
- 5th dock – termination

Exceptions to the above docking schedule will only be considered if the employee provides acceptable medical documentation in a timely manner.

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

4. If an employee is being called to the Human Resources Department for the purpose of disciplinary action, a - d above, the Supervisor/Administrator/Human Resources Department, will notify the employee, prior to coming to the Human Resources Department, of the reason for the call and of the employee's right to have a Representative present. The Supervisor/Administrator/Human Resources Department will also notify a Representative prior to the meeting. An employee being suspended or dismissed may appeal this action through the regular grievance procedure. Notwithstanding the above, the dismissal of a probationary employee for cause is not subject to the grievance procedure.

ARTICLE XVIII SNOW AND EMERGENCY CLOSINGS

1. When it is necessary to close the College because of heavy snow and/or emergency this decision will be announced using the College's emergency notification system.
2. In order to maintain essential services, any employee may be required to work the employee's normal schedule during the period of the closing. Employees in "Group V" job titles pursuant to the BCC SSA Salary Guide who do not work the employee's normal schedule during the period of closing will be charged vacation days for the time involved. An employee in any other classification who is called in shall receive two (2) times the employee's regular hourly rate.
3. The President, or designee, will establish the start time and end time of the snow/emergency closing. Employees required to work during the period of a snow/emergency closing will be paid two (2) times the employee's regular hourly rate; (i.e. an employee working the employee's regular schedule will be paid an extra hour for each hour worked during the period of the snow/emergency closing).

ARTICLE XIX
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 its replacement 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 that during the term of this Agreement if it negotiates a reduction in the health care contribution level for another bargaining unit at the College, it will agree to re-open negotiations with the Support Staff Association. The Board will continue to provide for employees a dental plan with its present coverage. Premium costs for the Board shall not exceed for employee only coverage the following dollar amount: \$282.00 per annum. For employee and single dependent coverage the premium cost to the Board shall not exceed \$586.00 per annum. A dependent is an employee's spouse if married or oldest eligible dependent is a single parent. The Board agrees to provide up to family coverage an optical program which provide eye examinations, lenses and frames once each 24 months provided services are performed by the current plan provider. Otherwise the plan will provide partial reimbursement. 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 to 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. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such medical coverage as are presently provided in the future.

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. 37:128, et. seq.
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.
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. Work incurred injury shall be understood to mean that subject to the provisions of N.J.S.A. 34:15-1 et seq. an employee shall not forfeit any sick leave for absence due to a job connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue the employee' salary and benefits subject to the limitations contained in N.J.S.A. 18A:64A-13, and further subject to reimbursement by the employee following the Worker's Compensation Award(s) to the amount of such College compensation. 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 comes first.

Employees shall report all injuries immediately, no matter how slight, suffered by them in connection with their work, to their direct Supervisor and Medical Office and/or the Public Safety Department.

If an employee leaves work after reporting a work-related 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.

4. Educational Opportunity: 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 attend Bergen Community College courses for credit as tuition-free registrants provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. Tuition reimbursement ceases at the end of the calendar year (December 31st) in which the dependent child reaches twenty-six (26) years of age, or becomes independent, whichever occurs earlier. Regular full-time employees and their spouse will be permitted to take up to six (6) credits per semester as tuition-free registrants. Any and all dependents and beneficiaries of a regular full-time employee who attend as full-time matriculated students 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.

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).

Full-time employees who have completed two (2) years of service shall be permitted to take two (2) non-credit Continuing Education course tuition free per year on a space available basis.

Full-time employees may seek tuition reimbursement for credits toward a bachelor's degree subject to the following:

- a) The employee must have a minimum of three (3) years of active full-time employment with the college prior to the first class for which tuition reimbursement is requested.
- b) The employee must have matriculated and graduated with an Associate's degree from Bergen Community College unless the Associate's degree was previously earned elsewhere.
- c) Enrollment must be in an accredited college for a Bachelor's degree.
- d) Courses have to be required for the Bachelor's degree and must be pre-approved by Bergen Community College.
- e) Reimbursement occurs after successful completion of the course(s) and upon submission and review of proof of same by the employee.

Reimbursement is for no more than the rate charged per undergraduate credit at Rutgers University as determined annually by the Human Resources Department (for a maximum of twelve (12) credits per year) for undergraduate or self-improvement studies related to and within the scope of the employee's classification at the College, provided the employee's course of study has been submitted to the President of the College or the employee's designee for review and approval. In special circumstances, an employee may request approval for graduate credits. An employee making such a request must have completed the employee's Bachelor's Degree or equivalent, must be emailed 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 twelve (12) credits per year (no more than six (6) credits per semester/session) to a maximum of thirty (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 the President's designee.

5. 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.

6. Uniforms: The College shall continue its existing policy of providing uniforms to employees working in the Public Safety and Building and Grounds Departments. Employees so provided shall wear the uniforms while on duty. The College shall continue to pay for dry cleaning and maintenance of Public Safety uniforms as per past practice.
7. Effective June 1, 2000, the Board will deduct from the pay of each Association member covered by this Agreement who authorizes in writing such deduction from their salary, the cost of the monthly premium to participate in an Association sponsored temporary disability insurance plan. Revocation of this authorization must likewise be in writing to the approved carrier and to the Payroll Office.

ARTICLE XX MEAL ALLOWANCE

Non-registration Related

1. Any employee who works more than three (3) continuous hours prior to or following the employee's regularly assigned shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance must "clock out" for the employee's meal break which will be limited to one-half (1/2) hour.
2. An employee who works in excess of eleven (11) hours on a sixth (6th) day of the employee's normal work week shall receive a four dollar (\$4.00) meal allowance if the employee is required to "clock out" for the meal break.
3. An employee who works in excess of eleven (11) hours on the seventh (7th) day of their normal work week shall receive a four dollar (\$4.00) meal allowance if he is required to "clock out" for the meal break.

Registration Related

An employee who is required to work registration for more than one (1) hour beyond their regular shift shall be provided with a paid meal allowance of four dollars (\$4.00). The payment of a meal allowance is for continuous work only (a one [1] hour interruption shall be considered continuous) and does not apply to call in time worked. An employee who receives the cash allowance during registration overtime will not be required to "clock out" for a meal break.

**ARTICLE XXI
HOLIDAYS**

1. Effective July 1, 2023, (15) 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

Should any Holiday above fall on a weekend, observance of such Holiday will be in accordance with the Federal Holiday schedule, except for Juneteenth and Independence Day, which will follow the State 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 academic year.

2. In order to be eligible for holiday pay, an employee must be on active status with payroll, and must have worked their regularly scheduled workday before and after the holiday, unless such absence is authorized by the College. Holiday pay will not be paid if preceded or followed by an unpaid day.
3. Effective July 1, 2008, an employee shall have two (2) floating holidays in any year in which the College is open and classes are scheduled on Yorn Kippur and Good Friday. The employee shall notify the College of the intention to take the floating holidays no later than August 15 and January 15. The College shall acknowledge receipt of notification and provide approval no later than September 1 and February 1.
4. The remaining (5) five non-designated holidays will be incorporated into the academic calendar established by the President, as follows:
 - a. In a contract year in which the College is to be closed during the Christmas break, the four (4) working days between Christmas and New Year's will be designated as holidays.
 - b. In a contract year in which the College is not to be closed during the Christmas break, the four (4) working days between Christmas and New Years and four (4) days during the Easter break will be designated as "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.

- c. The remaining one (1) holiday will be scheduled in accordance with the operating needs of the College and the academic calendar; in selecting this day, preferences expressed by the Association will be considered.
5. If an employee is not scheduled to work on a Holiday during their rotating schedule (example: Public Safety), they shall be provided a floating Holiday to be used at a later date during the same fiscal year, but not to exceed four (4) days. The parties further agree that if the four (4) floating holidays cannot be scheduled within the calendar year, through no fault of the employee, then the College shall pay to the employee the value of the holiday (i.e., one day's pay)
6. Employees shall be entitled to four (4) personal days per year. Personal days are for use by staff for emergencies. Whenever possible, advance notice for the use of a personal day should be given to the respective supervisor; however, in an emergency situation, a personal day can be used without advanced notice. In all cases, there is no need for any employee to disclose the nature of his/her request to utilize a personal day.

ARTICLE XXII 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. An employee shall receive his/her annual vacation allotment (pro-rated based on date of hire) at the commencement of his/her employment and at the commencement of each academic year thereafter. The following schedule of vacation entitlement shall be in effect:

Year 1 - 13 days	Year 2 - 14 days
Year 3 - 15 days	Year 4 - 16 days
Year 5 - 18 days	Year 6 - 19 days
Year 7 - 20 days	Year 8 - 21 days
Year 9 - 22 days	Year 10 - 23 days

Should an employee separate from service for any reason and have used more than his/her annual vacation allotment by the time of separation, his/her final paycheck will be reduced accordingly to reflect the over utilization of annual vacation leave.

3. 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 unpaid leaves of absence (i.e. medical, maternity, family leave or other). Therefore, a member shall have his vacation entitlement to reflect his months of active employment.
4. 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 fifteen (15) months immediately following the year in which it has been earned. Any vacation entitlement not utilized as prescribed above shall be forfeited. Employees can utilize up to two (2) vacation days annually in one (1) hour increments.
5. 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.
6. Earned but unused vacation shall be paid to the estate of an employee in the event of his/her death during employment.

**ARTICLE XXIII
SAFETY AND HEALTH**

The Board and the Association recognize the importance of safety provisions for the welfare of the employees 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. The College and the Association and the employees shall cooperate in maintaining safe working procedures throughout the College, and exercise 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 report those work-related injuries, at the earliest possible time, to their direct supervisor and the Medical Office.

**ARTICLE XXIV
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, domicile, disability/handicap, marital status, civil union status, domestic partnership status, genetic information, atypical hereditary cellular or blood trait, political affiliation, military service or veteran status or any other category protected by law in accordance with the College's "Policy Prohibiting Discrimination."

ARTICLE XXV PERSONNEL FILE

1. The official personnel file of each employee shall be maintained in the Human Resources Department and shall be available to the employee upon written request. However, before the file is made available to the employee, all references not generated by the College will be removed from the employee's file. The file shall not be removed from the Human Resources Department by the employee, and a member of the Human Resources Department shall remain present at the time the file is examined. A Union Representative may accompany the employee at the time the file is examined, provided the employee requests their presence.
2. Except for a) references and other confidential information related to employment of the individual, b) confidential material relating to the discharge of an employee, no other material shall be placed in the employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments the employee may so desire. All such material shall be initialed by the employee before being placed in the employee's file as evidence of his having seen the same. This initialing shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any material after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document.
3. If 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.
4. The College will expunge documents as defined below in item (7). Eligible documents, dated prior to a three (3) year period from July 1st of the current year, will be removed from the personnel file. Employees can request an expungement of documents (as defined in item 7) for the period of July 15th to July 15th of the current year.
5. An employee who wished to have his/her file expunged shall submit a written request for a review of the file per Article XXV of the Agreement. The employee will meet the Assistant Director of Human Resources or his/her designee to review the file. They will in-turn consult with the Human Resources Department.

6. The Assistant Director of Human Resources will consult with the Director of Human Resources Department as necessary, to determine the appropriate documents to be expunged and will do so with notification to both the employee and Association.
7. Expungement of documents will be applicable to letters, notices and memoranda/reports on progressive disciplinary matters, including but not limited to:
 - *Tardiness
 - *Absenteeism
 - *Performance not resulting in impairment of work operations, loss of revenues or significant resources of the College
 - *Unexcused absence from post
 - *Failure to punch in/out
 - *Minor safety violations not posing direct threat to self/others
 - *Use of telephone for personal phone calls
 - *Smoking on College premises not resulting in a safety/hazardous situation or not related to statutory violations
 - *Disregard of uniform regulations
 - *Failure to comply with leave request policies
 - *Violation of call-in procedures
 - *No-call/no show
8. Letters, notices, memoranda/reports on disciplinary matters related to the following are not eligible for expungement:
 - *Use, possession or distribution of alcohol, drugs, controlled substances
 - *Unauthorized weapons possession/and/or use of a weapon
 - *Harassment
 - *Fighting and/or physically acting out against an individual
 - *Sexual Harassment
 - *Bias/Discriminatory behavior
 - *Illegal Conduct on College premises
 - *Gambling on premises
 - *Verbal and/or threatening and/or intimidating behavior
 - *Sleeping on the job
 - *Insubordination/Refusal to follow instructions or complete assignments from a Supervisor, Public Safety Officer or College Administrator.
 - *Impairment of work operations through physical/verbal misbehavior
 - *False malicious statements/misrepresentation of self, other employees, faculty, staff, students
 - *Interference with Public Safety Officers in carrying out duties or conducting an investigation
 - *Falsification of any College record
 - *Punching another's timecard
 - *Forging of another's signature
 - *Theft of College property whether intellectual and/or real tangible property

- *Misuse and/or defacement of College property/equipment, including but not limited to, computers, telephones, equipment, vehicles
- *Misuse of telephone services resulting in significant expenditures to College
- *Negligence on the job resulting in impairment of work operations
- *Moral/ethical misconduct
- *Willful violation of safety regulations resulting in direct threat to the safety of others/self

**ARTICLE XXVI
LEAVES OF ABSENCE**

1. Sick Days

During the initial twelve months of an individual's employment there will be a pro rata earning (one day per month - no bank arrangement) of sick days. Any employee on the job on or before the 15th of the month shall be allowed one (1) sick day for said month. After the initial twelve months, each employee shall be allowed fifteen (15) additional sick days for a full year of active employment; for less than a full year 11r sick day allowance shall be prorated. An employee can utilize up to two (2) sick days annually in one (1) hour increments. After the initial twelve months, all sick leave shall be calculated on a bank arrangement, i.e., an employee could use any sick time to be earned through June 30th of the current year at any time during that year. Should said employee terminate employment with the College prior to earning sufficient time to cover the advance from the bank, said employee would be financially penalized for the number of days outstanding.

Sick leave is accumulated in the first year of employment at one day per month. Each following year, the employee will be given a maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. The Term "dependent" shall conform to the criteria used in the Internal Revenue Service Code for 1983. An employee may be asked to produce a doctor's certificate at no cost to the College if absent for more than three (3) consecutive working days or when there is a demonstrated pattern of sick day use or when there is a collective effort by employees to abuse sick time.

An employee shall be allowed a maximum of three (3) days per annum (two (2) commencing July 1 and one (1) commencing January 1) which shall not be charged against sick leave provided the employee meets one-half (1/2) of his obligations on said days.

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 who have been employed for more than two years with greater than or equal to ten (10) sick days may voluntarily donate up to five (5) of his/her own accumulated and earned sick days to the Emergency Sick Day Bank. Additional days may be allowed but will be subject to administrative review. 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. Quarterly reports of the sick bank usage will be compiled by Human Resources Department and forwarded to the Support Staff Association President. 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 under the same process described above. 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 his 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. 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, his beneficiary(ies) shall be paid one-half (1/2) of the unused sick calculated as above.

2. Bereavement Days

An employee covered by this Agreement shall be entitled to four (4) work-days of leave with pay upon the death of a member of his immediate family. Immediate family is defined as father, mother, sister, brother, child, dependent stepchild, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law.

Other than immediate family, one (1) day shall be allowed for aunts, uncles, first cousins and nieces and nephews of the employee and spouse plus grandparents of the spouse.

Time must be taken in full-day increment(s) and within an eighteen (18) month period of the individual's passing. The College reserves the right to verify both the relationship of the deceased to the employee and the date on which the family member died.

If an employee is on vacation and a death occurs in the immediate family as listed above during such vacation, such allowable absence shall not be considered vacation time and shall be rescheduled for a time which does not interfere with the College's operations.

3. Jury Duty Days

When an employee receives a subpoena for jury duty, the employee must present the notice to their supervisor and the Human Resources Department immediately. An employee on jury duty is expected to report to work when they are not actively serving as a juror, provided they have been excused by the judge or other duly authorized court official. When an employee is serving on jury duty, the employee shall be paid the difference between the employee's base pay earnings, including any applicable shift premium, and their jury pay. Jury pay excludes court compensation for mileage. A certification of the number of days actually spent by an employee on jury service must be obtained from the appropriate court official and submitted to the College.

Employees who are required to attend jury duty during the work shift immediately preceding or following their scheduled work shift within the same day shall be excused from the scheduled work shift. If the employee's scheduled shift extends from one day to the next and does not immediately precede or follow the period which an employee must attend jury duty, the employee can choose and be granted leave from their work shift that is scheduled either before or after jury duty.

4. Military Leave

Any employee inducted into the Armed Forces of the United States during the period of this agreement shall have the right to reinstatement to the employee's 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 the employee 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 the employee would have achieved had the employee not been absent on Military Leave.

5. Medical Leave

An employee may be granted a leave of absence without pay for medical reasons. Such 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 have 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 must submit all requests for leave in writing to the Human Resources Department, and must confirm that they are not gainfully employed with a separate employer during this period of time. 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 his own benefit premium thereafter.

The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to the employee's position; the employee may be required to have a physical examination with a physician of the College's choosing to substantiate the employee's fitness to perform the employee's job, in which case the College will pay for the physician's services. An employee returning to work shall be entitled to all benefits provided by law. If an employee is unable to perform the duties of the position that the employee held prior to the medical leave, then the College may place the employee in a position and at a salary as close as practical to the position the employee held prior to commencing the leave.

An employee with more than two (2) years of continuous regular full-time service, who requests additional leave, beyond all paid and FMLA entitlements, may be granted such leave as unpaid leave time.

Time on leave is excluded from "active employment" but included in seniority.

6. Maternity/Paternity/Adoption Leave

After two (2) years of continuous employment with the College, an employee shall be entitled to a maternity/paternity/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. The employee must use vacation time and may elect to use sick leave time in any combination with maternity/paternity/adoption leave.

An employee returning from such a maternity/paternity/adoption leave shall be required to give the Human Resources Department a one (1) month advance written notice of a desire to return to work. Upon return, said employee shall be placed in a position as close as practical to his or her position prior to the commencement of the leave, at a salary no less than that which the employee earned prior to the maternity/paternity/adoption leave.

An employee with more than two (2) years of continuous service may elect a maternity/paternity/adoption leave, for three (3) 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 the employee held prior to the leave and shall receive his or her 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 nine (9) 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 the employee held prior to the leave and shall receive her or his full salary entitlement for the position.

Time on maternity/paternity/adoption leave is excluded from active employment but included in seniority.

The employee may not be gainfully employed, except at the College, during the period of any of the maternity/paternity/adoption leaves as outlined above.

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.

7. Other Leaves of Absence

Upon written request to the employee's Division/Department Head and the Human Resources Department or his/her 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. The employee must return on the date specified in the leave agreement. If an employee fails to return on the specified date, this failure to return may be considered as a resignation from employment at the College. Exceptions to this policy will only be made in case of emergency. In the event of such an emergency, the employee shall request permission from the College for a delayed return. Permission shall not be arbitrarily withheld.

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.

8. Concurrent Use of Leaves of Absence

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, paternity leave, adoption leave or other leave of absence (excluding jury duty leave, military leave, or bereavement days) under Article XXVI, 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 leave shall be taken on a concurrent basis (i.e.. there shall no pyramiding of leaves, nor the scheduling of leaves on a consecutive basis one after another) providing such leaves of absences for which the employee is eligible arose from the same event, circumstance or medical condition.

ARTICLE XXVII 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 any related established policies and administrative decisions applicable hereto, or an arbitrary or discriminatory act by the College affecting a term or condition of employment.

3. Procedure

a. Step One

Within fifteen (15) working days after the occurrence giving rise to a grievance is known or should have been known the employee shall discuss the grievance informally with his immediate supervisor with the object of resolving the matter informally.

b. Step Two

If within ten (10) working days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, the employee may formally submit to the Assistant Director of Human Resources or his/her designee a written grievance. Within twenty (20) calendar days after receiving

the written grievance the Assistant 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, the grievant may, within ten (10) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or the President's designee, shall conduct a hearing on the grievance appeal. The President shall render the President's report and decision on the grievance appeal within twenty (20) working days from the President's 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 pursuant to N.J.S.A. 34:13A-5.3 and -29. 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 ("PERC") and the matter shall proceed in accordance with the rules and regulations of the PERC 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.
- e. 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 the procedure. Failure of the grievant and/or the Association to respond within the time limits shall be deemed to be an acceptance of the College's decision.
- f. The time limits set forth in the procedure may be extended by mutual agreement.
- g. Any aggrieved person may be represented at all stages of the grievance procedure by the employee or, at the employee's option, by a representative of the Association.
- h. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his testimony.

ARTICLE XXVIII ASSOCIATION REPRESENTATIVES

The Board recognizes the right of the Association to designate the necessary number of Association Representatives needed to handle such Association affairs as may from time to time be delegated to them by the Association. For the term of this Agreement, there shall be no more than six (6) Association Representatives.

An Association Representative shall suffer no loss in regular compensation for time spent in all steps in the grievance process. The Board agrees to cooperate with the Association in assuring that when practical, an Association Representative shall be available for the processing of grievances. In the event the Representative is not available, the Board shall recognize an alternate Association Representative designated by the Association. A Representative may communicate with an employee under their jurisdiction concerning a grievance and an employee may communicate with their appropriate Association Representative concerning a grievance.

ARTICLE XXIX SENIORITY

Definition

The purpose of this article is to provide job security for all full-time employees based on length of continuous active service.

Seniority within job classification shall mean total length of continuous active college service plus years of service within present classification. Seniority for the purpose of this article shall accrue for employees on authorized leaves of absence but shall not be considered as "active employment" for salary increases nor other benefit entitlements.

Causes for Loss of Seniority

An employee will lose all seniority rights for the following reasons:

- a) voluntary resignation
- b) discharge for just cause
- c) absence for five (5) consecutive working days without notifying the employer-barring highly unusual circumstances which make it impossible to contact the employer
- d) failure to return from lay-off within seven (7) days from date of recall unless an extension is approved in writing by the Chief Human Resources Officer, Quality and Process Improvement or her designee
- e) lay-off in excess of the following allowed period since the employee last worked for the College:

Time in Service with College

More than 3 months but less than 6 months
6 months but less than 12 months
12 months but less than 13 months
13 months but less than 16 months
16 months but less than 19 months
19 months or more

Recall Period

2 months
4 months
6 months
8 months
10 months
12 months

Seniority List

A Master seniority list shall be compiled for all employees by Group and Job Classification. Each group of job classifications shall have separate Master seniority lists based on College and Job Classification seniority.

Group 1

1. Administrative Secretary
2. Secretary
3. Department Coordinator
4. Switchboard Operator
5. Executive Secretary
6. Office Assistant
7. Production Assistant
8. Library Assistant
9. Senior Secretary
10. Child Care Assistant (10 month and/or 12 month)
11. Senior Office Assistant
12. Senior Library Assistant

Group II

- | | |
|---------------------------------|-------------------------------|
| 1. Sr. Data Entry Control Clerk | 2. Data Entry Operator |
| 3. Data Entry Control Clerk | 4. Jr. Data Entry Operator II |
| 5. Sr. Data Entry Operator | 6. Jr. Data Entry Operator |

Group III

- | | |
|------------------------------------|---|
| 1. Mail Services Supervisor | 2. Payroll Assistant |
| 3. Senior Buyer | 4. Offset Pressperson |
| 5. Buyer | 6. Bookkeeper |
| 7. Payroll Supervisor | 8. Senior Office Assistant (Accounting) |
| 9. Mailroom Supervisor | 10. Senior/Mail Stock Clerk |
| 11. Senior Inventory Control Clerk | 12. Mail/Stock Clerk |
| 13. Accounting Assistant | 14. Office Assistant (Accounting) |
| 15. Senior Offset Pressperson | |
| 16. Inventory Control Clerk | |
| 17. Head Bookkeeper | |

Group IV

- | | |
|----------------------------|----------------------------|
| 1. Programmer | 2. Sr. Computer Operator I |
| 3. Jr. Programmer | 4. Computer Operator II |
| 5. Sr. Computer Operator I | 6. Computer Operator I |

Group V

- | | |
|-------------------------------------|------------------------------|
| 1. Head (working) Electrician | 2. Plumber's Helper |
| 3. Head (working) Maint. Repair | 4. Head (working) Custodian |
| 5. Master plumber | 6. Public Safety Sergeant |
| 7. Electrician | 8. H.V.A.C. Mechanic "C" |
| 9. H.V.A.C. Mechanic "A" | 10. Maintenance Repairperson |
| 11. Plumber | 12. Senior Groundskeeper |
| 13. H.Y.A.C. Mechanic "B" | 14. Senior Custodian |
| 15. Maintenance Mechanic | 16. Public Safety Officer |
| 17. Public Safety Lieutenant | 18. Groundskeeper |
| 19. Senior Maintenance Repairperson | 20. Custodian |

ARTICLE XXX
REDUCTION OF STAFF, SEVERANCE AND RECALL

1. Reduction of Staff

Should it be necessary for the College to terminate or lay-off any employee due to lack of work such as, but not limited to, financial exigency, bona fide discontinuance

of a program or the elimination/reduction of the size of a Division/Department, the reduction of staff shall be made within a Group by total seniority within a job classification. The least senior employee is to be the first laid-off. Employees shall be given at least two (2) weeks' notice of intended lay-off, except in the case of an extreme emergency. Because of the highly specialized knowledge required for some job classifications, employees who desire to exercise downward job bumping rights must hold greater College employment seniority than the individual they wish to bump and must be capable of performing the available work as scheduled or can function in the new job within two (2) weeks with some on-the-job training.

No regular employee shall be laid-off until all temporary, on-call, and probationary employees holding positions in the same job classification are dismissed.

2. Severance Allowance

The terminated or laid-off employee, as referenced above, shall receive one (1) week's pay for each year of service to a maximum of fifteen (15) weeks. Before terminating or laying-off an employee, the College will make every effort to place the employee in another available position.

3. Recall

Employees who are laid off shall be placed on a re-employment list in the event the College should rehire any employee in the job classification of those laid off. The first (1st) person rehired shall be the individual with greatest job classification seniority.

ARTICLE XXXI PART-TIME EMPLOYEES

A regular part-time employee may be an employee in Groups I, II and III. A regular part-time employee shall not work less than 20 hours per week. A regular part time employee shall receive prorated holidays, sick days, and vacation days. The Retirement plan and the Medical plan shall be provided as prescribed by law. The salary for a regular part-time employee shall be prorated. It is understood that no regular full-time employee within any group will be laid off, unless the full-time employee has had the opportunity to bump all regular part-time employees. The bumping procedure will not be affected when the regular part-time employee has a highly specialized skill which the regular full-time employee cannot perform satisfactorily within a two-week period.

It is understood that when a combination of hours, during which regular part-time employees are used, can conceivably develop into a regular full-time position, by combining positions, a regular full-time position will be created.

Before a new employee is hired to fill a regular full-time position, the most senior

regular part-time employee who applies shall be given the full-time position, provided the employee has the same or better qualifications and experience as other applicants for that regular full-time position.

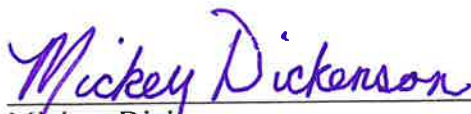
When a regular part-time employee is offered a regular full-time position, the employee must satisfactorily complete a thirty (30) working day probationary period. An employee who fails to qualify shall be allowed to return to the employee's former position, unless that position has been eliminated in which case the bumping procedure shall apply.

A regular part-time employee successfully transferring to a regular full-time position will be considered as a newly hired regular full-time employee and will be placed at the bottom of the appropriate regular full time seniority list. For vacation and sick day entitlement, the new regular full-time employee shall receive half credit for all time worked as a regular part-time employee.

**ARTICLE XXXII
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.

FOR THE ASSOCIATION



Mickey Dickenson
President, Support Staff Association

FOR THE EMPLOYER



Dr. Eric M. Friedman
President, Bergen Community College



Dorothy Blakeslee
Chair, Bergen Community College

Appendix A

BERGEN COMMUNITY COLLEGE Supportive Staff Salary Ranges

Group I

Administrative Assistant
Administrative Secretary
Senior Administrative Assistant
Library Associate
Department Coordinator
Executive Secretary
Production Assistant
Senior Secretary
Senior Office Assistant
Senior Library Assistant
Secretary
Switchboard Operator
Office Assistant
Library Assistant
Child Development Center Assistant
Customer Service Assistant

Group II

Senior Data Entry Control Clerk
Data Entry Control Clerk
Senior Data Entry Operator
Data Entry Operator
Junior Data Entry Operator II
Junior Data Entry Operator

Group III

Mail Services Supervisor
Senior Buyer
Buyer
Payroll Supervisor
Mail Room Supervisor
Accounting Assistant
Senior Inventory Clerk
Senior Payroll Assistant
Senior Offset Pressperson
Inventory Clerk

Head Bookkeeper
Senior Mail/Stock Clerk
Payroll Assistant
Offset Pressperson
Bookkeeper
Senior Office Assistant-Accounting
Mail/Stock Clerk
Office Assistant-Accounting
Senior Accounting Assistant
Senior Copy Center Clerk
Senior Registration Assistant

Group IV

Programmer
Junior Programmer
Senior Computer Operator II
Senior Computer Operator I
Computer Operator II
Computer Operator I

Group V

Head (working) Electrician
Master Plumber
Head (working) Maintenance Repairperson
Electrician
H.V.A.C. Mechanic "A"
Plumber
Head (working) Groundskeeper
H.V.A.C. Mechanic "B"
Maintenance Mechanic
Plumber's Helper
Senior Maintenance Repairperson
Head (working) Custodian
H.V.A.C. Mechanic "C"
Maintenance Repairperson
Senior Custodian
Senior Groundskeeper
Senior Public Safety Officer
Public Safety Officer
Groundskeeper
Custodian

Adjusted Salary Schedule from 2018 Agreement

Group ID	Minimum	Maximum
Group I	\$34,947	\$61,829
Group II	\$37,857	\$51,785
Group III	\$39,484	\$57,468
Group IV	\$42,542	\$61,718
Group V	\$42,217	\$63,257

	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Group ID	Min - Max	Min - Max	Min - Max	Min - Max
Group I	\$40,000 - \$64,209	\$41,500 - \$65,709	\$42,750 - \$66,959	\$44,000 - \$68,209
Group II	\$40,000 - \$53,779	\$41,500 - \$55,279	\$42,750 - \$56,529	\$44,000 - \$57,779
Group III	\$41,005 - \$59,681	\$42,505 - \$61,181	\$43,755 - \$62,431	\$45,005 - \$63,681
Group IV	\$44,180 - \$64,094	\$45,680 - \$65,594	\$46,930 - \$66,844	\$48,180 - \$68,094
Group V	\$41,000 - \$65,693	\$42,500 - \$67,193	\$43,750 - \$68,443	\$45,000 - \$69,693

Lead person to receive a differential of \$1.25 per hour, and Backhoe Operator to receive a differential of \$.75 per hour.

Master Plumber to receive a differential of \$800.00 per year as a permanent Lead person

