

MEMORANDUM OF AGREEMENT
between
THE BERGEN COMMUNITY COLLEGE
and the

Note: This Memorandum of Agreement

BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION

This **Memorandum of Agreement ("Agreement")** incorporated the full, final and complete Agreement between **The Bergen Community College ("BCC")** and the **Bergen Community College Faculty Association ("Faculty")**, through their respective representatives, and incorporates the terms set forth below, which shall be retroactive to **July 1, 2007** and shall conclude on **June 30, 2011**. The parties acknowledge that this Agreement shall modify certain Articles and provisions of the parties' existing Collective Bargaining Agreement ("CBA"), which expired on June 30, 2007.

It is understood and agreed that there shall be no changes in the existing terms and conditions of employment between the parties unless specified below:

I. DURATION

- A. The duration of this Agreement shall be for a four (4) year period from July 1, 2007 through June 30, 2011.

II. SALARY ADJUSTMENT

- A. The parties agree to replace paragraph 1 of Article VII, Salary, of the CBA with the following paragraphs:
1. Effective and retroactive to July 1, 2007, the Board hereby agrees to compensate members for the four-year period, beginning July 1, 2007, ending June 30, 2011, in accordance with the salary schedule annexed hereto as Appendix "A" – Salary Schedule 2007-2011.
- B. The parties agree to replace paragraph 2 of Article VII, Salary, of the CBA with the following paragraphs:
1. Paragraph 2a. Each member, in guide, will receive a 3% raise plus \$800, rounded to the nearest existing 1/8 step on the guide for each of the four (4) years, except as indicated:

- 1) If the member is on the Instructor guide and below step 8, the rounding shall be up.
- 2) If the member is on the Assistant Professor guide and below step 7, the rounding shall be up.
2. Paragraph 2b. Each member whose salary is above his/her applicable guide, will receive a 3.75% increase in each year of the contract.
3. Delete Article VII – Salary, Paragraph (c).

III. HEALTH INSURANCE

- A. The parties agree to modify the language in paragraph 1 of Article XI, Fringe Benefits, of the CBA with the following paragraph:
 1. The Board agrees to provide each member at the Board's own cost and expense with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or its replacement the New Jersey School Employees Health Program. The **Bergen** Community College Faculty Association shall have the right of determining that the plan provides equal or better coverage. The Association shall rely on certification by the NJEA Research Division to determine that the proposed plan provides comparable benefits to the existing plan. If it is deemed that the proposed plan is not so comparable, the NJEA shall provide a written report to justify their conclusion.
- B. The parties agree to replace the language in paragraph 3 of Article III, Negotiations, with the following paragraph:
 1. The parties agree to reopen negotiations during the second year of the contract (July 1, 2008 through June 30, 2009) if the College so requests, to negotiate a change in health benefits to take effect not before July 1, 2008. In such case, the reopening of negotiations shall be limited to the considering health benefits.

IV. DRUG TESTING

- A. The parties agree to confer no later than October 1, 2007 regarding a **drug-free** workplace policy to ensure the College's compliance with the Drug Free Workplace Act and the Drug Free Schools and Communities Act.

V. COLLEGE WIDE PROMOTION AND SABBATICAL COMMITTEE

A. The parties agree to modify the language in paragraph 6 d of Article XIII, Consideration for Appointment, Reappointment, Tenure and Promotion, with the following paragraph:

1. Paragraph 4. Membership

a. There shall be four permanent members of the CWPSC:

1. The Academic Vice President, who shall serve as Chair.
2. The Vice President of Student Services, who shall serve as chair in the absence of the Academic Vice President.
3. The President of the Faculty Senate.
4. The President of the BCCFA.

b. Each department, as defined by the BCCFA contract (Article XIII, 6, E), with five or more faculty members shall elect one representative to the CWPSC.

c. Departments with fewer than five faculty members shall caucus and elect one representative to the CWPSC.

d. There shall be five members elected at large by the faculty.

e. No more than two members from a department may be elected to the CWPSC.

f. No elected member can serve two consecutive terms on the CWPSC. The sitting out of a term will re-establish eligibility for the committee.

2. Instructors who meet the minimum conditions for promotion to the rank of Assistant Professor and who have achieved tenure will be administratively promoted to the rank of Assistant Professor. These promotions shall not count towards the number of promotions approved by the Board of Trustees.

3. The following times will be set aside for meetings:

Sabbatical Meeting Dates

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|--------------|--|
| 12:30 – 1:30 | Fourth Thursday in October |
| 12:30 – 1:30 | First Thursday in November |
| 12:30 – 1:30 | Second Thursday in November as needed or in case of closures on previous dates |

Promotion Meeting Dates

- | | |
|--------------|---|
| 12:30 – 1:30 | Fourth Thursday in November |
| 12:30 – 1:30 | First Thursday in December |
| 12:30 – 1:30 | Second Thursday in December as needed or in case of closures on previous dates |
| 10:00 – 5:00 | Tuesday prior to start of spring classes in the January |
| 10:00 – 5:00 | Wednesday prior to start of spring classes in the January in case of closure on previous date |

Organizational Meeting

- | | |
|--------------|---|
| 12:30 – 1:30 | Last Thursday in February |
| 12:30 – 1:30 | First Thursday in March in case of closure on previous date |

VI. RELEASE TIME

- A. The parties agree to add language in paragraph 6 of Article V, Association Rights and Responsibilities, as follows:
- B. Effective July 1, 2010, the person who holds the office of President of the Association will be given six (6) hours of overload release time for the fall, spring, and summer semesters, for a total of eighteen (18) hours.

VII. LECTURERS

- A. The parties agree to modify the language in paragraph 2 of Article XVIII, Lecturer Classification, as follows:
 - 1. Paragraph a. All lecturers shall receive a salary of \$1 8,928 for the duration of the contract.

2. Paragraph b. All lecturers shall receive a salary of \$18,408 for the duration of the contract.

VIII. SKELETAL AND EXTRA CALENDAR DAYS

- A. The parties agree to add language in Article VI, Individual Contracts, with the addition of the following paragraph:
 1. Paragraph 7. Effective July 1, 2008, all members of groups "S", "L", "C", "R", "E," and "A" shall be entitled to three (3) extra calendar days in any year in which the College is open and classes are scheduled on Yom Kippur and Good Friday. If the College is closed or if the College is open and classes are not scheduled, then members of the group will be entitled to one extra calendar day.

IX. GRIEVANCE PROCEDURE

- A. The parties agree that the language in paragraph 4 of Article XVI, Grievance Procedure, be modified to include additional language:
 1. Step One If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within seven (7) school days, in writing to the Director of Human Resources or his designee, setting forth the nature of the grievance and the remedy requested, and such grievance shall be signed by the grievant. Any grievance not filed within the time specified above shall be deemed to be waived by the grievant and the Association.

Within seven (7) school days from the date of receipt of the grievance by the Director of Human Resources or his designee, the Director of Human Resources or his designee shall arrange to meet with the grievant in an effort to resolve the grievance. The Director of Human Resources or his designee shall indicate **his/her** disposition of the grievance, in writing, within twenty (20) working days of the last meeting with the grievant. A copy of the Director of Human Resources' disposition shall be transmitted to the grievant.

2. Step Two – the former Step One shall be renamed to Step Two.
3. Step Three – the former Step Two shall be renamed to Step Three.

X. DOMESTIC PARTNERSHIP/CIVIL UNION

- A. The parties insert a new paragraph, to be numbered as paragraph 2 in Article XI, Fringe Benefits, to read as follows and to renumber subsequent paragraphs appropriately:

1. Paragraph 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.
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.

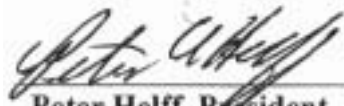
B. The parties agree to add the following language to Article II, Understanding Relative to This Document, as follows:

1. Add paragraph 8. Whenever spouse is used it is understood to include civil union partner.

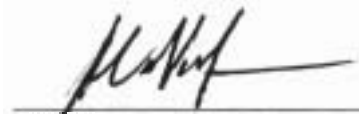
This Agreement represents a complete and final agreement for the duration set forth above. The parties expressly agree to abide by the terms and conditions of this Agreement. All parties agree that there are no other changes to the terms and conditions of employment, except those clearly listed above.

Further, it is expressly understood and agreed to by and between the parties that the within Agreement is expressly subject to and conditioned upon the ratification by the Professional Staff Faculty Association. Once the Faculty Association ratifies this Agreement, the Board of Trustees of the BCC shall then be presented with the Agreement for ratification and approval of this Agreement.

FACULTY ASSOCIATION



**Peter Helff, President
Faculty Association**




**Alan Kaufman, Vice President
Faculty Association**

DATED: July 11, 2007

BERGEN COMMUNITY COLLEGE



G. Jeremiah Ryan, President



**Stephen J. Moses, Esq.,
Chairman of the Board**

DATED: July 11, 2007