

**BERGEN COMMUNITY COLLEGE  
CONTRACT SETTLEMENT FOR 2004-2007**

Approved by BCCFA Membership on March 23, 2004

Approved by BCC Board of Trustees on April 7, 2004

Effective as of July 1, 2004

1. Bergen Community College ["the College"] and the Bergen Community College Faculty Association ["the Association"] agree to renew and extend the present Agreement between the College and the Association, dated July 1, 2001-June 30, 2004 ["the Agreement"], updating the Agreement to and for the period from July 1, 2004, through June 30, 2007.
2. The following provisions shall be added to Article I of the Agreement:

The College and the Association agree to reopen negotiations if either party so requests, to negotiate a change in the Agreement to reflect the provisions of the recently passed Domestic Partnership Act, N.J.S.A. 26:8A (P.L. 2003, Chapter 246, approved January 12, 2004). In the event the negotiations are reopened, the negotiations shall be limited to this issue, unless the Association and the College otherwise agree.

The College and the Association agree to reopen negotiations if either party so requests, to negotiate issues related to Distance Learning. In the event the negotiations are reopened, the negotiations shall be limited to this issue, unless the Association and the College otherwise agree.

The College and the Association agree to reopen negotiations if the College so requests, to negotiate a change in health benefits to take effect not before July 1, 2006. The reopening of negotiations shall be limited to considering health benefits, and any changes in health benefits shall apply prospectively to employees hired after July 1, 2006. In the event the College reopens such negotiations, the negotiations shall be limited to health benefits, unless the Association and the College otherwise agree.

3. The following provision shall be added to Article V of the Agreement:

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