

**Professional Staff Association Contract
Booklet**

July 1, 2007 -- June 30, 2011

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THIS AGREEMENT is entered into this first day of July 1, 2007 by and between the **BOARD OF TRUSTEES OF BERGEN COMMUNITY COLLEGE**, hereinafter referred to as the "BOARD" or "COLLEGE" and the **BERGEN COMMUNITY COLLEGE PROFESSIONAL STAFF ASSOCIATION**, hereinafter referred to as the "ASSOCIATION."

ARTICLES OF AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I - DEFINITION OF UNIT

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

ARTICLE II - UNDERSTANDINGS RELATIVE TO THIS DOCUMENT

1. The Board agrees that it shall not, during the period of this Agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 123, P.L. of N.J. 1974 except those that are negotiated and included as a part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated and ratified by the Board and Association shall be reduced to writing and executed by both parties and shall become part of this Agreement.
2. The dates of this contract are from July 1, 2007 until June 30, 2011.
3. This Agreement supersedes all previous understandings and agreements between the Association and the Board.
4. If any provisions of this Agreement or any application of the Agreement to any member or group of members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application of this Agreement shall continue in full force and effect.

5. The Board agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Professional Staff employees, current and future.
6. Whenever the male pronoun is used it is understood to include the female pronoun, unless inappropriate.
7. The Association agrees that it shall actively work with the College to support all reasonable efforts to increase productivity and reduce costs through all appropriate measures and programs.
8. Whenever spouse is used it is understood to include civil union partner.

ARTICLE III - NEGOTIATIONS

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

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

2. The parties agree to reopen negotiations during the second year of the contract (July 1, 2008 through June 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.
3. In the event that the Board of Trustees of the College alters its position concerning the issue of Mandatory Binding Arbitration then it shall notify the Association and negotiations shall commence within thirty (30) days.
4. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meeting which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities, nor shall he receive extra compensation therefore.
5. 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.

6. 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.

ARTICLE IV - BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

1. The Association shall enjoy such rights and privileges as are accorded by this Agreement and by law.
2. The Board agrees that each eligible employee of the College may, on his own volition, have the right to join and support the Professional Staff Association and its affiliates for the purpose of negotiating hours, wages, and other conditions of employment. Further, he may take part or not take part in any Association activity for his and the Association mutual aid without fear of recrimination. It is further agreed that no employee will be discriminated against by reason of his membership or lack of membership in the Association, its affiliates and his activities therein.
3. Duly authorized members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours; such permission shall not be arbitrarily withheld.
4. The Association shall supply, at its own cost, all material, stationery and other supplies required for use in carrying on the administrative, financial or operational functions of the Association, College equipment, when not required for College purposes, shall be available for use on campus by the Association.
5. With the prior approval of the President or her designee, the Association's duly authorized representatives will be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
6. Personal leave may be granted to a maximum of three (3) days without pay to not more than two (2) Association members to attend conferences of affiliates of the Professional Staff Association. Request for permission for such leave must be made in writing to the Executive Vice President or his designee, through the member's Division/Department Head at least five (5) days in advance of such requested leave.

7. The Association shall be permitted reasonable use of the College internal mail and telephone system. Postage for external mail for Association purposes shall be provided by the Association. All outside calls, local and long distance, for Association purposes shall be paid for by the Association.
8. A bulletin board in the location designated by the President of the College for official Association purposes shall be provided in the mega structure.
9. Representatives of the New Jersey Education Association and the National Education Association shall, upon notice to and with the approval of the President or her designee, be admitted to the College during working hours to assist the Association, provided that it shall not interfere with or interrupt normal College operations. Such permission shall not be arbitrarily withheld.
10. The members of the Association are required to adhere to all rules and regulations necessary for the proper administration and conduct of the College. The Association will cooperate with the Administration on this matter for their mutual best interest.

ARTICLE VI - MEETINGS BETWEEN ADMINISTRATION AND ASSOCIATION

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

ARTICLE VII - HOURS OF WORK

1. Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. Normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day over a period of five (5) days in a given week, exclusive of lunch periods. It is understood and mutually agreed that operating needs of a Division/Department shall govern the scheduling of shifts. Present work schedules shall remain in effect as far as practical with full understanding that the operational needs of any given Division/Department must be met in considering any proposed changes. The Administration has the right to set hours within the limits as defined above and determine shifts as operational needs dictate for each classification of employee. If an employee's starting time on a shift is changed, the employee will be given seventy-two (72) hours notice prior to the change, except that if emergency circumstances could effect the operation of the College said notice shall be waived.
2. Employees shall use professional judgment in determining the lunch and work breaks giving full consideration to the operational needs of the Division/Department.

ARTICLE VIII - SUMMER HOURS

1. Summer hours shall mean that:
 - a. Thirty-five (35) hour employees work a thirty (30) hour week, (i.e. five [5] six [6]

- hour days).
- b. Forty (40) hour employees work a thirty-five (35) hour week, (i.e. five [5] seven [7] hour days).
 - c. The intent of the above is to reduce the "normal" workday by one hour. Should an employee be required to work that hour he will be compensated at his regular straight time hourly rate.
2. a. Effective June 2008, summer hours shall start on the second Monday in June.
 - b. Effective June 2008, summer hours shall end on the third Monday in August.
 3. The operational needs of the College shall govern in the application of the above hours to the working schedules of individual employees; this will require some staggering of starting times and/or work weeks. Preferences of individual employees will be considered to the extent practical.

ARTICLE IX - OVERTIME

Work in excess of seven (7) hours a day, (thirty-five [35] hour employees,) and eight (8) hours a day, (forty [40] hour employees,) shall be paid at one and one half (1 ½) times the regular hourly rate of the employee up to a maximum rate. Work must be in excess of one half (1/2) hour of continuous work to be counted as overtime and shall be recorded and paid to the nearest quarter (1/4) hour. Overtime shall be scheduled and worked as required by the Division/Department and authorized in advance by the Division/Department Head.

ARTICLE X - COMPENSATORY TIME

1. Extra work authorized for, and performed by regular full time employees may be compensated by allowing equivalent compensatory time at the proper overtime rate. Compensatory time is granted only at the discretion of the Division/Department Head in consultation with the Executive Vice President or his designee at the time extra work is authorized. The maximum amount of compensatory time permitted is limited to twenty-one (21) hours for thirty-five (35) hour a week employees and twenty-four (24) hours for forty (40) hour a week employees on a revolving bank arrangement. Requests for the use of compensatory time that has accrued must be in writing and approved by the Division/Department Head and the Executive Vice President or his designee. Work must be in excess of one-half (1/2) hour of continuous work to be counted as compensatory time.

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

ARTICLE XI - CALL IN TIME

For employees employed on a thirty-five (35) hour per week schedule, guaranteed call in time shall be a minimum of two (2) hours. For those employees employed on a forty (40) hour work week, guaranteed call in time shall be two and one half (2 1/2) hours of work. The hours of call in time shall be calculated at one and one half (1 1/2) times the regular

hourly rate up to a maximum as stated in Article IX., Overtime. 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 up to a maximum as stated in Article IX, overtime, for time actually worked prior to the start of their shift.

ARTICLE XII - PLACEMENT ON SALARY SCHEDULE

1. Salary Adjustments

- a. Effective and retroactive to July 1, 2007, the salary of each employee employed in the Professional Staff bargaining unit as of the date of the ratification of this Agreement shall receive a four percent (4.0 %) salary adjustment to the employee's June 30, 2007 base salary, provided the employee has been actively employed by the College for a period of one (1) year prior to June 30, 2007. Employees, if otherwise eligible and appropriate, with a full year of active employment since July 1, 2006, will be entitled to a retroactive adjustment if retired prior to the ratification of the Agreement.

On July 1 of years two, three, and four, the salary of each employee shall be similarly adjusted by 4%.

- b. There shall be no changes in the minimum and maximum of the ranges contained in this agreement.

Employees in the bargaining unit whose salaries exceed the ranges and, as a consequence of the wage increases provided for 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:

8 months or more	100%
6 months, but less than 8 months	75%
4 months, but less than 6 months	50%
2 months, but less than 4 months	25%
less than 2 months	0%

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

3. In the event that an employee is required to work at a higher level position than the one for which said employee was engaged, the employee shall, after five (5) weeks in the higher level position, be compensated at the higher rate until the position is permanently filled, such increased compensation to be paid retroactively to the beginning of the fourth week of work in the higher level position. Shift differentials shall be paid to employees who are asked to change their shifts for a period in excess of one (1) week. If an employee is asked to change his shift for the convenience of the College on a day-to-day basis, and said day-to-day continuous basis exceeds one

- (1) week, he shall be paid shift differential on a retroactive basis to the first day.
4. An employee will be told, when hired, that Saturday or Sunday may be part of said employee's regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday, or both, his schedule will be arranged to afford him 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. He shall give primary consideration to employees with seniority.
 5. Longevity
 - a. After completion of an employee's tenth (10th) year of continuous service at the College, he or she shall receive a longevity payment, within approximately thirty (30) days, of four hundred dollars (\$400.00), which shall **not** be added to the employee's base salary and one hundred dollars (\$100.00), which shall be added to the employee's base salary.
 - b. After completion of an employee's fifteenth (15th) year of continuous service at the College, he or she shall receive a longevity payment, within approximately thirty (30) days, of four hundred dollars (\$400.00), which shall **not** be added to the employee's base salary and one hundred dollars (\$100.00), which shall be added to the employee's base salary.
 - c. After completion of an employee's twentieth (20th) year of continuous service at the College, he or she shall receive a longevity payment, within approximately thirty (30) days, of four hundred dollars (\$400.00), which shall **not** be added to the employee's base salary and one hundred dollars (\$100.00), which shall be added to the employee's base salary.

Employees with continuous service dating from June 30, 1970 or earlier shall continue to have a \$100.00 increment added to their annual base salary.

6. Exempt employees of the Professional Staff who have completed ten (10) years of service as exempt employees shall, upon reappointment, be offered a two (2) year contract.

ARTICLE XIII - SHIFT DIFFERENTIAL

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

ARTICLE XIV - VACANCIES, NEW POSITIONS, TRANSFERS AND PROMOTIONS

1. Notice of all vacancies shall be posted by the Executive Vice President or his designee, on the Personnel bulletin board and the Professional Staff bulletin board. Promotional vacancies will be filled from within provided the College's needs are met. The notice shall include salary range, title, division/department, summary of job

description, hours and shall be posted on designated bulletin boards. The notice shall be posted for five (5) work days.

2. The notice shall be posted for five (5) work days and employees interested therein must submit a written application stating their qualifications to the Executive Vice President or his designee, within the aforementioned five (5) work days. An employee interested in the position must have served at least six (6) months in his/her current position. The interested employee must submit a written application stating their qualifications to the Executive Vice President or his designee, within the aforementioned five (5) working days.
3. All applicants shall be considered and those who meet the qualifications for the posted position will be interviewed. All applicants will be given a reply to their application when the position is filled. No position shall be filled until all properly submitted applications have been considered. The successful applicant may not reply to another posting until having served at least one (1) year in the new position.
4. The Executive Vice President or his designee and the Division/Department Head having the open position shall rate the qualifications and abilities of employees who apply. In the event two (2) of the final candidates are of equal experience and ability, as determined by the Executive Vice President or his designee, the candidate with the greater seniority shall be awarded the job. When qualifications are equal, seniority shall prevail in matters of shift change, layoff, and recall.
5. If Division/Departmental needs require the upgrading of an existing position, the incumbent in the position in question will be given first consideration, if qualified.

ARTICLE XV - PROMOTIONAL INCREASE

Upon promotion an employee shall receive a minimal promotional increase of six and three-quarters percent (6 3/4%) (but in no case less than \$925.00) of base salary. The new salary may not exceed the maximum of the new position. When an employee moves to a position with a salary maximum of at least five hundred dollars (\$500.00) in excess of the salary maximum of his former position, it shall be considered a promotion.

ARTICLE XVI – RESIGNATION FROM EMPLOYMENT

1. An employee who is resigning from his position shall give a written notice of fifteen (15) business days to his immediate Division/Department Head and the Executive Vice President or his designee. Business days shall be defined as Monday through Friday of any week, including summers, excluding all official holidays recognized by the College or other planned College closures.

Failure to give the required notice in writing shall cause the employee to have deducted from his accrued vacation time one (1) day of earned pay for each day the notice of termination is late,

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year upon proper notification of termination, providing the

employee has worked a minimum of six (6) months.

ARTICLE XVII – TERMINATION OF EMPLOYMENT

1. Violation of College rules and regulations or poor performance may result in disciplinary action. Except in extreme cases, disciplinary measures will be progressive in order to convince the employee of the seriousness of the situation and the importance of correcting his behavior. The normal progression of actions, depending on the seriousness of the offense and the prior record of the employees, will be as follows:

- a. Verbal warning
- b. Written warning
- c. Suspension without pay (maximum two [2] weeks)
- d. Discharge

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

2. No Professional Staff employee shall be disciplined without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the article of the Agreement entitled "Grievance Procedure." The Administration and the Association mutually agree to expedite such a grievance in order to process it to its final conclusion within two (2) weeks of its initiation. Notwithstanding the above, the dismissal of a probationary employee for cause is not grievance.

3. Notwithstanding the appointment by the College of an employee for term of any duration, should the College exercise its right to terminate the employment of such employee(s) for reasons other than those set forth in Article XVII., Section 1 (Termination), Article XVIII., Severance Allowance, Section 1 (Termination or Layoff for Fiscal Exigency or discontinuance of Department/ Program), in which cases the provisions set forth in such Articles shall apply, the College shall only be obliged to provide a sixty (60) day written notice of termination in advance of the effective date of the employee's termination. Specifically, in the case of employees employed by the College for ten (10) years or greater, the College's sole obligation shall be to provide a sixty (60) day Notice of Termination and remit to the employee a sum equivalent to six (6) months salary at the employee's then current rate, notwithstanding that there may be greater than six (6) months remaining on the duration of the employee's appointment. Specifically, in the case of employees employed by the College for less than ten (10) years, the College's sole obligation shall be to provide a sixty (60) day Notice of Termination and remit to the employee a sum equivalent to three (3) months salary at the employee's then current rate, notwithstanding the fact that there may be greater than three (3) months remaining on the balance of the employees appointment.

ARTICLE XVIII - SEVERANCE ALLOWANCE

1. Should it be necessary for the College to terminate or lay off any employee on the Professional Staff because of financial exigency or bona fide discontinuance of a program or Division/Department, the employee concerned shall be given notice as soon as possible. The terminated employee shall receive one (1) week's pay for each year of service to a maximum of sixteen (16) weeks. Before terminating an employee because of discontinuance of a program or Division/Department, the College will make every effort to place the employee in another suitable position.

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

ARTICLE XIX – JOB SECURITY

1. After six (6) years in the unit, Professional Staff members shall only be subject to non-reappointment for just cause or a “reduction in force” (“RIF”) as established by the College.
2. If non-Professional Staff members are transferred or moved into the Professional Staff Association, they are subject to a probationary period of thirty (30) days before they are eligible to accrue time toward the Job Security benefit identified in Paragraph (1) listed above.
3. If the subject employee successfully completes the probationary period, his/her time shall be accrued from the date transferred into the Professional Staff Association.
4. If said employee does not complete his or her probationary period, then he or she may be transferred back to his or her prior position or other suitable position at the discretion of the College.

ARTICLE XX - WEATHER/EMERGENCY CLOSINGS

1. When it is necessary to close the College because of weather conditions or emergency, this decision will be announced on the appropriate designated radio stations. To the extent practical, employees at home will also be notified by phone "weather/emergency chain."
2. Employees required to work during the period of weather/emergency closing will be paid one and one-half (1 1/2) times their regular hourly rate.
3. The President or her designee will establish the start time and end time of the weather/emergency closing.

ARTICLE XXI – BENEFITS

1. The Board agrees to provide each member, at the Board’s own cost and expense, with full family coverage in a health benefits plan which is comparable to the New Jersey State Health Benefits Program, or the New Jersey School Employees Health Program. The Board

will continue to provide for employees a dental plan with its present coverage. The parties agree that the College shall have the right to change from its present medical, dental, prescription and vision insurance carriers providing the resulting coverage is equal or better than the current coverage provided to the bargaining unit. The right to change from the present insurance provider shall be exclusive to the College, provided the change results in equal or better coverage to the bargaining unit. The Association agrees to cooperate with the College in efforts to secure cost savings in providing such benefit coverage.

2. An employee shall not forfeit any sick leave or personal leave for absence due to job-connected disabling injury which is covered by Worker's Compensation Insurance. The College agrees to continue his salary and benefits subject to reimbursement by the employee, following the worker's Compensation awards, to the amount of such award; this continuation shall cease when the employee returns to work or reaches the maximum allowable number of weeks of benefit under the Worker's Compensation Law, whichever occurs first.
3. Full time employees who have a minimum of six (6) months of active full time employment with the College, as of the first class day of the course being attended, shall be accorded the privilege of having their dependent children who are residing in their home, attend Bergen Community College. Such dependent children of eligible full time employees may be enrolled for credit at Bergen Community College courses for credit without payment of tuition fee and excess contact hour fee, provided such dependent children shall be subject to all rules and regulations, including admission requirements, as regular students of the College. The term "dependent child" status ends at the end of the calendar year in which the dependent child becomes independent from the full time employee who is otherwise eligible under Section 3, but in no event beyond the dependent child attaining the age of twenty four (24) years in said calendar year. Full time employees will, on a space available basis, be eligible for reimbursement for tuition and fees incurred in enrollment in up to two (2) continuing education courses per year. Such reimbursement shall not exceed Three Hundred Dollars (\$300) per course. The employee will pay the balance of any tuition and fees that exceed \$300 per course.

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

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

d. Mileage and Tolls

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

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

ARTICLE XXII – DOMESTIC PARTNERSHIPS/CIVIL UNIONS

1. The College agrees to provide dependent health coverage and pension benefits to the civil union or domestic partners of employees in the same manner as such coverage is provided to the spouse of other employees, provided that the employee meets the requirements of the Domestic Partnership Act (the "Act") *N.J.S.A. 26:8A-1, et. seq.* or the Civil Union Law (the "Law"), *N.J.S.A. 37:128, et. seq.*
2. In order to form a domestic partnership under the Act, both persons must share a joint residence and be otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property. Both persons must agree to be jointly responsible for the other's basic living expenses, be unmarried, be over the age of 18, be of the same sex, and not have been a partner in a prior domestic partnership in the past 180 days. Lastly, to effectuate the partnership, both persons must jointly file an Affidavit of Domestic Partnership with the local registrar. Benefits received by a domestic partner are taxable.
3. In order to establish a civil union under the law, both persons must not be a party to another civil union, domestic partnership or marriage in this State; be of the same sex; and be at least 18 years of age, except as provided in section 10 of the Law.
4. The College reserves the right to request verification from an employee and civil union or domestic partner to determine whether they have met the requirements set forth above.

ARTICLE XXIII - HOLIDAYS

1. Each employee shall be entitled to fourteen (14) holidays for each contract year.

2. For the 2007 – 2008 academic year, eight (8) of these shall be taken as follows:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Good Friday
8. Memorial Day

Effective July 1, 2008 seven holidays shall be taken as follows:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Day
6. New Year's Day
7. Memorial Day

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 Yom Kippur and Good Friday. The employee shall notify the College of the intention to take the floating holidays no later than August 15 and January 15. The College shall acknowledge receipt of notification and provide approval no later than September 1 and February 1.

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 Day will be assigned as non-designated 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 Year's and the four (4) working days during the Easter break will be designated as "Split Holidays" with approximately one 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 employees' 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. Additional holidays beyond the seven (7) designated holidays, two (2) floating holidays, and five (5) non-designated holidays may be had when indicated in the academic

calendar as additional non-designated holidays. Scheduling of holidays must be with due consideration for the operating needs of the various Divisions/Departments of the College.

6. When an employee is required to work on a holiday other than one of the eight (8) listed in "2" above, he will be compensated by allowing equivalent compensatory time at the proper overtime rate or at one and one-half (1½) times their regular hourly rate up to a maximum rate as stated in Article IX., Overtime.

ARTICLE XXIV - 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. If a member is hired prior to January 1 of a contract year, he shall receive one (1) vacation day per month during his initial employment period, through June 30. Thereafter, the schedule listed below shall be in effect.

If a member is hired after January 1 of a contract year, he shall receive one (1) vacation day per month during his initial employment period through June 30 and continuing through his first full contract year. Thereafter, the schedule listed below shall be in effect.

3. Subject to the limitations defined in section 2 above, the following schedule of vacation entitlement shall be in effect:

Year 1 – 14 days	Year 6 – 19 days
Year 2 – 15 days	Year 7 – 20 days
Year 3 – 16 days	Year 8 – 21 days
Year 4 – 17 days	Year 9 – 22 days
Year 4 – 17 days	Year 9 – 22 days
Year 5 – 18 days	Year 10 – 23 days

4. Professional Staff members shall accrue their annual vacation allotment on July 1st of a contract year. In order to be eligible for this annual vacation accrual, employees shall have completed one (1) full year of employment.

Employees with less than one (1) full contract year of employment shall accrue on a monthly basis.

5. In the event that an employee resigns or retires prior to the completion of a calendar year, the BCC shall prorate his or her vacation time for that year. Should an employee leave employment with a negative balance of vacation days, he or she shall be required to pay those days back.
6. A member who leaves before completing six (6) months of active employment shall receive no vacation credit. A member who resigns before the end of a given month shall receive no credit for that month. Members shall only accrue vacation during

months of active employment, not to include leaves of absence (i.e. medical, maternity, family leave or other). Therefore, a member shall have his vacation entitlement adjusted to reflect his months of active employment.

7. All members are expected to utilize their vacation entitlement in accordance with Board policy and practice. See Board of Trustees "Vacation Utilization Policy," as amended November 26, 1997. Any vacation entitlement not utilized as prescribed shall be forfeited.
8. Vacations shall be scheduled with due consideration for the operating needs of the College, division, department; however, individual requests will be considered by the Administration to the extent practical. If it should be necessary to choose between employees in arranging the vacation schedule, seniority shall rule.

ARTICLE XXV - SAFETY AND HEALTH

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

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

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

Employees shall immediately report all injuries, no matter how slight, suffered by them in connection with their employment to the Health Services. If the Health Services is closed, the injuries should be reported to the Public Safety Department.

ARTICLE XXVI - ASSOCIATION PAYROLL DUES DEDUCTION

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

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

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

ARTICLE XXVII - SERVICE OF NOTICE

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

ARTICLE XXVIII - PERSONNEL FILE

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

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

If an employee feels certain material within the personnel file should be deleted, he may ask for a review of his file. If the Executive Vice President or his designee is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed immediately in the presence of the employee.

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

Professional Staff employees shall be entitled to obtain copies of any relevant documents in all files except as limited in items 2a and 2b above following the initiation of a grievance.

ARTICLE XXIV - LEAVES OF ABSENCE

1. SICK DAYS

During the first contract year (full or partial) of employment, each employee shall be allowed one (1) sick day per month for each month of active employment during said

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

All sick leave shall be calculated on a bank arrangement, i.e., an employee starts work on August 12, said employee shall have eleven (11) sick days during the period through June 30. Should this employee become ill for six (6) days in September, since said employee would have earned only two (2) sick days, the employee would owe the bank four (4) sick days. Should said employee terminate employment with the College prior to earning sufficient time to cover to advance from the bank, said employee would be financially penalized for the number of days outstanding. Unused sick leave is accumulated from year to year; maximum fifteen (15) days each year. Sick leave may be used for the employee's illness or a sick dependent. The College has the right to require an employee to provide a doctor's certificate if absent for more than three (3) consecutive working days or for recurring absences. The College shall advise each employee, in writing, as to the amount of accumulated sick leave time on or before June 30th of each year.

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

Upon termination, except for cause, after an employee's fifty-fifth birthday and five (5) years of employment or after fifteen (15) years of active employment, 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 termination or retirement up to a maximum payment of \$17,500. In the event of an employee's death prior to termination, regardless of age or length of service, his beneficiate(s) shall be paid one-half (1/2) of the unused sick calculated as above.

2. BEREAVEMENT DAYS

An employee shall be entitled to four (4) working days for a death in the immediate family. Immediate family is defined as father, mother, sister, brother, child, spouse, grandchild, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

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

3. JURY DUTY DAYS

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

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 his 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 he 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 he would have achieved had he not been absent on Military Leave.

5. MEDICAL LEAVE

An employee in the Professional Staff may be granted a leave of absence without pay for medical reasons. Said leave may be granted for a period of up to six (6) months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two (2) years. Said employee shall be asked to present a doctor's certificate in support of this request. Said employee may be required to take a physical examination with a physician chosen by the College; in such an event, the College will pay for the physician's services. The employee may not be gainfully employed during this period. During the period of the leave, the College will continue to pay all health benefits within the limits prescribed by law and in compliance with the rules of the State of New Jersey, Division of Pensions. The employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work; he may be required to take a physical examination with a physician of the College's choosing to substantiate his fitness, in which case the College will pay for the physician's services. Upon return, said employee shall be placed in a position and at a salary as close as practical to his position and salary prior to commencing the leave. Time on leave is excluded from "active employment" but included in seniority.

6. MATERNITY LEAVE

After two (2) years of continuous employment with the College, an employee shall be

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

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

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

7. PERSONAL LEAVE

Special leave for personal needs of not more than four (4) working days a year may be granted with pay by the President or her designee.

Request for permission of such leave must be made in writing to the Executive Vice President (or designee) through the employee's Department (or Division) Head at least five (5) calendar days in advance of the commencement of the requested leave.

8. OTHER LEAVES OF ABSENCE

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

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

9. CONCURRENT USE OF LEAVES OF ABSENCE

In the event an employee is eligible to utilize sick days, medical leave, maternity leave, or other leave of absence (excluding jury duty leave, military leave or

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

ARTICLE XXX - GRIEVANCE PROCEDURE

1. INTENT

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

2. DEFINITION

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

3. PROCEDURE

- a. Step One – Within fifteen (15) working days after the occurrence giving rise to a grievance is known, or should have been known, the employee shall discuss the grievance informally with 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, he may formally submit to the Director of Human Resources or his/her designee a written grievance. Within twenty (20) calendar days after receiving the written grievance the Director of Human Resources or his/her designee shall render a written report of the disposition of the grievance to the grievant.
- c. Step Three - In the event the grievant is not satisfied with the disposition of the grievance at Step Two, he may, within fifteen (15) working days after receipt of the disposition of Step Two, refer the grievance to the President. The President, or her designee, shall conduct a hearing on the grievance appeal. The President shall render her report and: decision on the grievance appeal within twenty (20) working days from her receipt of the grievance: Copies of the President's decision shall be given to the grievant and the Association.
- d. Step Four – If the grievant is not satisfied with the disposition of the grievance by the President or her designee, he may transmit the grievance to the Board of Trustees' of Bergen Community College by filing a copy of the grievance within seven (7) work days of receipt of the decision, through normal channels, with the

secretary of the Board of Trustees. The Board of Trustees shall, within thirty (30) calendar days of the receipt of the grievance by the secretary of the Board, hold a hearing on it, if the grievant requests such a hearing. Otherwise, the Board of Trustees may consider the written record submitted to it by the grievant, or the Board may, on its own motion, conduct a hearing.

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

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

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

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

APPENDIX A
SALARY GUIDE 7/1/2007 - 6/30/2011

CLASSIFICATIONS**7/1/05 – 6/30/07**

	Minimum	Maximum
Group I	\$26,677	\$43,888
Career Development Program Supervisor		
Child Care Center Supervisor		
Data Entry Supervisor		
Financial Aid Assistant		
Office Services Supervisor		
Student Activities Program Assistant		
Group II	\$29,519	\$49,848
College Nurse		
Computer & Office Specialist		
Continuing Education Program Supervisor		
Enrollment Specialist/Admissions Recruiter		
Financial Aid Specialist		
Data Specialist/FA		
Junior Accountant		
Placement Specialist		
Program Systems Supervisor		
Resource Accommodations Specialist		
Scheduling & Facilities Planner		
Telecommunications Operations Specialist		
Theatre Technician*		
*40 Hour Position		
Group III	\$32,153	\$52,834
Accounts Receivable Supervisor/Bursar		
Computer Operations Supervisor		
Coordinator of Printing and Copying Services		
Grant Assistant		
Head College Nurse		
Mail/Stock Services Supervisor		
Office Supervisor		
Public Information Assistant		
Public Safety Lieutenant		
Research Assistant		
Senior Career Dev. Prog. Supvr.		
Senior Data Entry Supervisor		
Senior Resources Accommodation Specialist		
Senior Scheduling & Facilities Planner		
Student Development Assistant		
Technical Coordinator*		
Testing Assistant		

Group IV	\$35,167	\$59,236
Assistant Director of Admissions & Recruitment		
Assistant Director of Financial Aid		
Assistant Director of Registration & Student Information Services		
Assistant Director Student Center		
Computer Operations Manager		
Cooperative Education Coordinator		
Coordinator of Testing		
Custodial Supervisor*		
Editor of Publications		
Financial Operations Assistant		
Graphic and Web Designer		
Grounds Supervisor*		
Instructional Designer		
Library Technical Systems & Media Services Coordinator		
Maintenance Supervisor*		
Purchasing Agent		
Senior Programmer		
Senior Program Systems Supervisor		
Senior Public Information Asst.		
Senior Technical Coordinator*		
Supervisor of Document Processing & Evaluation		
Supervisor Graphic Services		
Supervisor Media Services		
*40 Hour Position		

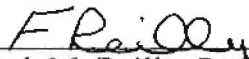
Group V	\$40,880	\$66,909
Accountant		
Assistant Director Public Safety		
Assistant Director of Purchasing		
Bursar		
Colleague Support Specialist		
Coordinator of Specialized Support Services		
Coordinator of Custodial Operations		
Manager, Documents and Records		
Manager of Corporate and Public Sector Training		
Manager/Evening and Weekend Services		
Manager of Grants and Projects		
Manager of Testing		
Manager Video Services		
Programmer Analyst		
Research Associate		

Group VI	\$43,721	\$72,868
Coordinator of Environmental Health & Safety		
Internal Auditor		
Manager, Documents and Records		
Senior Accountant		
Senior Programmer Analyst		
Senior Research Associate		
Systems Programmer		
Group VII	\$46,562	\$78,826
Application Systems Manager		
Assistant Director Institutional Research		
Assistant Director Library		
Assistant Director Management Information Sys.		
Assistant Director Patron Information		
Assistant Director Physical Plant		
Budget Manager		
Data Base Manager		
Environmental Engineer		
Manager of Campus Planning and Improvements		
Manager of Facilities Operations		
Manager of Financial Operations		
Manager of Media Technologies		
Programming Manager		
Project Engineer		
Senior Systems Programmer		
Technical Systems Manager		
Telecommunication Manager		
CHILD DEVELOPMENT CENTER POSITIONS		
Assistant Director Child Development Center (10 Month Position)	\$35,167	\$59,236
Group Teacher (12 Month Position)	\$24,000	\$34,200
Group Teacher (10 Month Position)	\$20,000	\$28,500
Head Teacher (10 Month Position)	\$25,000	\$35,500

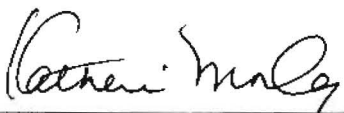
The parties having executed this Agreement as set forth below mutually warrant that:

- a) They are authorized to bind their members and the Board of Trustees, as the case may be;
- b) This Agreement contains all of the terms and conditions of employment applicable on the signing date of the Agreement as applied to all employees covered by this Agreement and shall continue to be so applicable during the terms of this agreement;
- c) This Agreement constitutes the entire Agreement between the parties and encompasses all matters which were the subject of negotiations or could have been the subject of negotiations;
- d) This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties; and
- e) Nothing in this Agreement shall apply retroactively unless specified.

FOR THE ASSOCIATION

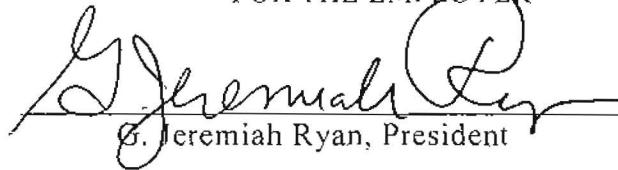


Frank M. Reilly, President
BCC Professional Staff Association

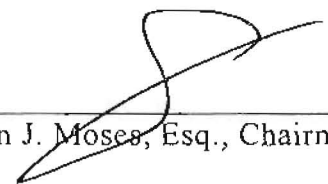


Katherine Morley, Vice President
BCC Professional Staff Association

FOR THE EMPLOYER



G. Jeremiah Ryan, President



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