

AGREEMENT

between

BERGEN COMMUNITY COLLEGE

and

**BERGEN COMMUNITY COLLEGE CHAPTER OF UNITED ADJUNCT
FACULTY OF NEW JERSEY, LOCAL 2222, AMERICAN FEDERATION
OF TEACHERS (AFT), AFT-NEW JERSEY AFL-CIO**

July 1, 2012 - June 30, 2016

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ARTICLE I - RECOGNITION CLAUSE

UNIT: Included: All adjunct faculty who have accepted teaching assignments for credit courses at Bergen Community College in the current academic year and who also taught at least one credit course during either the current or previous academic year at Bergen Community College.

Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft, non-professional, police, full-time faculty, casual employees, and all other employees employed by the Bergen Community College.

ARTICLE II - DEFINITIONS

- A. "College" as used in this Agreement shall refer to Bergen Community College.
- B. "Board" as used in this Agreement shall refer to the Board of Trustees of Bergen Community College.
- C. "Chapter" as used in this Agreement shall refer to the Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers (AFT), AFT-New Jersey AFL-CIO.
- D. "Bargaining Unit" as used hereafter shall refer to all adjunct teaching faculty members represented by the Chapter, as defined in Article I – Recognition.
- E. "Bargaining Unit Members" as used hereafter shall refer to all persons who are employed by the College as adjunct teaching faculty members and who are eligible for membership in this bargaining unit as defined in Article I – Recognition.
- F. "Semester" as used hereafter shall refer to the Fall and Spring semesters of the academic year.

ARTICLE III – INFORMATION EXCHANGE

A. The Chapter agrees to furnish to a designee named by the College a complete list of all officers of the Chapter including titles, addresses, and designation of responsibilities and to keep such list current.

B. The College agrees to furnish to the Chapter a register of bargaining unit members who are teaching in any given semester by the end of the sixth (6th) week of that semester. The register shall be provided in electronic form. The computerized information shall be provided in the form of an Excel file with the following fields:

1. Last name
2. First name
3. Street Address
4. City
5. State
6. Zip
7. Email Address (if available)
8. Telephone number (if available)
9. Number of the scheduled credits to be taught in the semester
10. Work department and campus
11. Full member or Agency Fee Payer designation

C. The College shall respond to inquiries from the Union regarding dues deductions and the status of a bargaining unit member within ten (10) working days.

ARTICLE IV – DEDUCTIONS FROM SALARY

A. The College shall deduct from the salary of each full member of the Chapter dues which the adjunct faculty member individually and voluntarily authorized the College to deduct. Dues deduction authorizations shall be in writing and shall continue in force in accordance with law until a notice of withdrawal is filed with the College by the adjunct faculty member. The Chapter will provide the initial necessary “checkoff authorization” form and the Chapter will secure the signatures of its members on the forms and deliver the signed forms to the College Director of Human Resources.

B. If during the life of this Agreement there shall be a change in the rate of membership dues, the Chapter shall furnish to the College written notice sixty (60) days prior to the effective date of the change.

C. The College shall deduct from the salary of bargaining unit members who choose not to be members of the Chapter, a representation fee equal to eight-five per cent (85%) of the Federation dues.

D. The monies deducted under this Article, together with a list of adjunct faculty from whose salary dues or a representation fee have been deducted, shall be transmitted to the Treasurer of the Chapter once per month. This monthly dues remittance shall normally occur within ten (10) days after the last pay day of the month. No remittance will be made for pay days in September and February.

E. The only obligation of the College shall be to remit to the Chapter the total deductions made under this Article. Upon the College’s compliance with its remittance obligations under this Article the Chapter shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the college in reliance upon dues deduction authorizations or agency fee deductions submitted by the Chapter to the College.

ARTICLE V – MANAGEMENT RIGHTS

The Board retains all powers, rights, authority, duties and prerogatives conferred upon by the laws of the State of New Jersey or enjoyed prior to the execution of this Agreement. Any rights or privileges not expressly given to employees or to the Union in this Agreement are hereby expressly reserved by the College as a management prerogative.

ARTICLE VI – BARGAINING UNIT MEMBER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Chapter and its negotiations and other legal concerted activities. The College undertakes and agrees that it shall not discourage or deprive or coerce bargaining unit members in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act; that it shall not discriminate against any members with respect to hours, wages, or any term or condition of employment by reason of the members' membership in the Chapter and its affiliates, collective negotiations with the College or institution of any grievance, complaints or proceeding under this Agreement with respect to any terms and conditions of employment.
- B. Bargaining unit members shall not be prevented from wearing pins as identification of membership in the Chapter or its affiliates.
- C. The College shall comply with the New Jersey Law Against Discrimination ("NJLAD").
- D. Discipline shall be applied in a non-discriminatory fashion and shall be determined on a case-by-case basis and shall take into account the nature of the offense, the number of previous offenses, and the general employment record of the unit member. Unit members subject to disciplinary action retain the right to utilize the grievance procedure contained within this Agreement. This provision shall not apply to non-reappointments.
- E. Nothing contained herein shall be construed to deny or restrict any unit member such rights that he/she may have under New Jersey school laws or other applicable laws or regulations.
- F. All bargaining unit members shall have access to the library including its computer labs and multimedia resources. Access to the library shall begin as of the date of the unit member's preliminary notification of hire and shall continue for twelve (12) months from the initial notification of hire.
- G. The College shall provide each bargaining unit member with an email account and a designated area for receipt of mail. Said email account shall be the authorized method by which the College may communicate with each bargaining unit member.
- H. The College shall provide, in appropriately designated area for course-related purposes, access to work space, telephones, computers and printing sources. In addition, adequate space will be provided at campus for unit members to meet confidentially with students as needed. This provision shall not mean or be interpreted to require office hours or other student meetings.
- I. Keys to faculty restrooms will be made available to bargaining unit members no later than the end of the first week of any semester when they are on campus. Keys can be picked up

at the Public Safety or Adjunct Administration Office. They must then be returned at the end of the semester.

ARTICLE VII – GRIEVANCE PROCEDURES

A. For the purposes of this Article, the term “grievance” shall refer to any claim by any bargaining unit member(s) or the Chapter that there has been a violation, misinterpretation, or improper application of this Agreement or a violation of any rule or policy of the Administration affecting the terms and conditions of employment.

B. For the purposes of this Article, the term “grievance” shall refer to a bargaining unit member(s) or the Chapter making the claim on behalf of the bargaining unit member(s) or the Chapter on behalf of itself.

C. The grievance procedure shall conform to the following steps:

1. **Informal Procedure:** In the event a bargaining unit member, a group of bargaining unit members, or the Chapter believes there is a basis for a grievance, the party or parties involved shall first discuss the grievance informally with their Department Chairperson and attempt to resolve the matter. Settlement at this informal stage shall have no precedential effect.

2. **Formal Procedure:** If, as a result of the informal discussion with the appropriate Chairperson, the matter is not resolved, the grievant may invoke the formal grievance procedure by having the Chapter submit a written grievance on the member’s (or members’) behalf. The written grievance shall be submitted not later than five (5) working days after the Informal Procedure outlined above, but, in any event, not later than ten (10) working days from the date the grievant should have reasonably known of its occurrence.

a. **Step One:** The grievance must be submitted in writing, stating the alleged violation and the remedy sought, to Director of Human Resources, with a copy to the appropriate Dean. The bargaining unit member(s) and a Chapter representative shall meet with the Director of Human Resources or designee for the purpose of resolving the grievance.

The meeting must be held within ten (10) school days of receipt of the written grievance. The Director of Human Resources or designee shall submit a written answer within twenty (20) school days after the above-mentioned meeting.

b. **Step Two:** If the Chapter is not satisfied with the Step One decision, or if no response is rendered within the time limits of Step One, the Chapter shall have seven (7) school days to file the written grievance with the Vice-President of Academic Affairs or designee.

Within ten (10) school days of the date of filing, the Vice-President of Academic Affairs or designee shall meet with the grievant, any involved administrator, and a Chapter representative in an effort to resolve the grievance. The Vice-President of Academic

Affairs or designee shall submit the decision in writing within twenty (20) school days of said meeting with a copy sent to the Chapter.

c. **Step Three:** If the Chapter is not satisfied with the decision in Step Two, or if no decision has been rendered within the time limits as set forth in Step Two, the Chapter may submit the grievance to the Board of Trustees by filing a grievance within seven (7) school days of receipt of the decision through normal College Channels, with the Secretary of the Board. The Board 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 Chapter requests such a hearing. Otherwise, the Board may consider the written record submitted to it, or the Board may, on its own motion, conduct a hearing.

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

d. **Rules and Limitation:**

The grievance may be withdrawn at any level.

The number of days in each step shall be considered as maximum and every effort shall be made to expedite the process. However, the time limits stated in the procedure may only be extended by written mutual Agreement.

Failure of the administration to submit a written decision within the designated timelines shall allow the grievance to proceed to the next step. Failure of the Chapter to process any grievance in accordance with the designed timelines shall be deemed to be an acceptance of the decision.

No reprisals of any kind shall be taken against any unit member for participating in any grievance.

The College agrees to furnish any documents that may be reasonably and lawfully required to process grievances in accordance with this Article.

ARTICLE VIII – TEACHING LOADS

A. The assignment of credit, non-credit, and hourly duties shall be at the sole discretion of the College.

B. Bargaining unit members shall not apply for or accept a credit workload of more than nine (9) hours per Fall semester and/or nine (9) hours per Spring semester based on a mutual assumption and agreement that a member will spend 1.25 hours of non-classroom time for each hour of teaching. Should the IRS change its regulations with respect to the 1.25 hour safe harbor assumption, the College may unilaterally change the nine (9) hour limit, upon notice to the Chapter. Bargaining unit members may apply to teach more than nine (9) hours per Fall semester and/or nine (9) hours per Spring semester, up to a maximum of twelve (12) hours per Fall semester and/or twelve (12) hours per Spring semester with written pre-approval of the Vice-President of Academic Affairs and the Director of Human Resources.

C. Bargaining unit members shall not apply for or accept any other non-teaching assignment or employment without the written pre-approval of the Vice-President of Academic Affairs and the Director of Human Resources to ensure that no Bargaining Unit member work more than twenty-seven (27) hours per week in total (including teaching workload).

ARTICLE IX - WAGES

Per Credit Rate - Effective 7/1/2012				
	Master's \$ Above	Bachelor	Associate	None
New Bargaining Unit Member Rate	\$ 692.00	\$ 682.00	\$ 672.00	\$ 661.00
Unit Member 6th Semester Rate	\$ 722.00	\$ 712.00	\$ 702.00	\$ 692.00
Per Credit Rate - Effective 7/1/2013				
	Master's \$ Above	Bachelor	Associate	None
New Bargaining Unit Member Rate	\$ 706.00	\$ 696.00	\$ 685.00	\$ 674.00
Unit Member 6th Semester Rate	\$ 736.00	\$ 726.00	\$ 716.00	\$ 706.00
Per Credit Rate - Effective 7/1/2014				
	Master's \$ Above	Bachelor	Associate	None
New Bargaining Unit Member Rate	\$ 720.00	\$ 710.00	\$ 699.00	\$ 687.00
Unit Member 6th Semester Rate	\$ 751.00	\$ 741.00	\$ 730.00	\$ 720.00
Per Credit Rate - Effective 7/1/2015				
	Master's \$ Above	Bachelor	Associate	None
New Bargaining Unit Member Rate	\$ 734.00	\$ 724.00	\$ 713.00	\$ 701.00
Unit Member 6th Semester Rate	\$ 767.00	\$ 756.00	\$ 745.00	\$ 734.00

Full retroactive salary increases back to July 1, 2012 shall only apply to those Adjunct faculty who worked in either the 2012 Academic Year and/or the 2013 Academic Year and who also taught in either or both Fall 2014 and Spring 2015. Adjunct faculty who received salary increases in 2012 and/or 2013 shall only be entitled to the difference between what he/she

received in either 2012 and/or 2013 and the above noted increases as long as he/she worked in either or both the Fall 2014 and Spring 2015.

ARTICLE X - TEACHING MATERIALS

Adjunct faculty members may propose textbooks or teaching materials for consideration for classroom use consistent with established practices and departmental procedures. In all cases, the Department Chair or Dean must approve the textbooks or teaching materials. Approved textbooks or teaching materials will be provided by the College. The College will provide the aforesaid textbooks and materials in a timely fashion to allow the adjunct faculty member adequate time to prepare for teaching the course. The College will notify adjunct faculty members of changes to textbooks, teaching materials or syllabi with two weeks prior to the commencement of a course.

ARTICLE XI - DISTANCE LEARNING AND HYBRID COURSES

A. ASSIGNMENT

In order to be eligible to teach a distance education course, an adjunct faculty member must be qualified by attending the training program offered by the Center for Innovation in Teaching and Learning ("CITL").

B. CREATION AND APPROVAL OF DISTANCE EDUCATION COURSES

Creation of distance education courses or conversion of existing courses to distance education courses shall follow the same process of approval as that for any traditional classroom course. The application to develop a distance education course must be submitted for an initial approval from, first the Department Chairperson and then the Dean of the Department.

C. SCHEDULING AND COMPENSATION FOR DEVELOPMENT OR CONVERSION OF DISTANCE EDUCATION COURSES

1. TOPP for Teachers – Bargaining unit members who have never taught online or in the hybrid mode and want to teach a course already developed by another teacher are required to take TOPP for Teachers. TOPP for Teachers will be compensated with a stipend at the rate of \$450.00.

2. TOPP Level 1 – Bargaining unit members who have received approval to teach an online or hybrid, who have not previously taught distance education, shall receive training and develop the necessary skills. The member will be required to take a TOPP level 1 course. This is a twelve (12) week, two (2) hours per week course. TOPP Level 1 will be compensated with a stipend at the rate of \$900.00. Members who complete TOPP Level 1 are expected to make a good faith commitment to teach the course online or in hybrid for a minimum of two (2) (not necessarily consecutive) semesters.

3. Semesters one and two – Bargaining unit members, having completed TOPP 1 training and having received approval of course content from the Academic Department Chair to teach it, will be compensated for the first time the course is run with a stipend of \$900.00. This shall also apply to the second semester the course is taught.

4. TOPP Level II - The Bargaining Unit member may elect to take TOPP II training within either the first or second semester they teach online. This course is designed to support the member as they teach online or hybrid course for the first time. Level II course will last approximately seven (7) weeks. TOPP Level II will be compensated with a stipend of \$1800.00.

5. TOPP Level III – The Bargaining Members who have taught online or hybrid courses for a minimum of three semesters and who wish to participate in a TOPP Level III

advanced program and who commit to revising their courses according to the Moodle Exemplary Courses Project, or other appropriate criteria as established by the TOPP trainers prior to said members' level III, may choose to do so. If they do, bargaining members will receive an additional stipend of \$1800.00 when the member completes training.

6. Bargaining Unit Members who either fail to complete the training programs or drop out will not receive aforesaid compensation stipends.

7. **ADDITIONAL COURSES** – Bargaining unit members who develop an additional, new online or hybrid course will be compensated with a stipend of \$1350.00.

8. Compensation for all development shall be paid within thirty days (30) of the filing of appropriate paperwork.

9. All rates of compensation shall be contingent upon the rates of full-time faculty. Adjustments to rates will be made that are equal to full-time faculty.

D. COMPENSATION FOR TEACHING OR REVISING A DISTANCE EDUCATION COURSE

1. Bargaining unit members shall be compensated for distance education courses at the same rate of pay as they are compensated for teaching the course on campus.

2. If the total enrollment of a distance education course exceeds normal teaching load limits as set forth by the College for non-lecture, online classes, the bargaining unit member shall be paid at the same rate per student in each section taught over the normal class teaching load limits as set forth in the full-time contract.

3. Bargaining unit members who convert a course from a current learning management system (currently Moodle) to a new learning management system selected by the college shall be paid \$700.00 for each converted course (not course sections). In order to be eligible, the member must have taught the course to be converted in the previous learning management system at least once as an online or hybrid course.

E. COPYRIGHT AND OWNERSHIP

1. Introduction – the following shall be understood to be the collectively negotiated intellectual property agreement between the College and Bargaining Unit Members with respect to online and hybrid courses only. Essentially, this agreement established three kinds of ownership for online and hybrid courses and/or course content: (1) single ownership by the creator of online or hybrid course content (or multiple ownership by creators only); (2) joint ownership by the College and creator(s) of a course and/or course content; and (3) single ownership of model online and hybrid courses by the College.

2. Definitions – “Ownership” and “copyright” shall be understood according to the intellectual property laws of the United States of America. “Specific assignment” shall mean an appropriate college administrator (excluding Academic Department Chairs or similar positions) requesting a bargaining unit member to develop an online or hybrid course or course content, or in virtue of a specific position occupied by a bargaining unit member whose duties include development of online or hybrid courses and/or course content. All of the work performed by DL Mentors on model courses shall be construed to be under specific assignment. “Specific compensation” shall include money other than a bargaining unit member’s base salary and other administrative compensation paid to a bargaining unit member for the purpose of a clearly defined and limited project. Specific compensation shall not include TOPP (or any similar training) compensation. “Course content” shall be understood to be the discipline specific material created by a bargaining unit member(s), and shall exclude the course management system components and course navigations software and other aspects of the College’s web site.

3. Joint Ownership – Individually designed, constructed, and administered online or hybrid course contents that are the result of specific assignment and for which there is specific compensation (i.e., not model online or model hybrid courses) shall be jointly owned by the bargaining unit member who already holds ownership and copyright (or ownership and copyright is held by a bargaining unit member and other third parties), then the College shall not have any ownership of that specific content (e.g., an article published in a journal). After five years from the first day of the initial semester that a jointly owned online or hybrid course is offered, the content of said online or hybrid course shall be owned by the creator(s). If the College wishes to own any such content of online or hybrid courses after the five-year period, then the College may offer the creator(s) a cash buy-out option. The bargaining unit member is not obligated to accept such an offer. In cases in which a buy-out occurs, the College agrees to recognize, and give printed/published credit to, the creator(s) of the online or hybrid courses for the entire duration the College uses said courses. Within the five year period of joint ownership, the College hereby agrees to pay any and all creators of jointly owned course royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the on line or hybrid course. If there is more than one creator of a jointly owned online or hybrid course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee commission or the like for jointly owned online or hybrid courses unless the College receives payment from third parties. In other words, use of a jointly owned online or hybrid course by the College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of said courses. In cases where there is joint ownership during the five-year period, all decision of licensure or sale must be agreeable to both parties.

Online or hybrid courses that were individually constructed and designed by bargaining unit members, and for which there was specific compensation from the College to the bargaining unit

member, prior to the effective date of this Agreement, will begin their five-year period as of the effective date of this agreement.

4. College Ownership – Courses satisfying the criteria specified herein for a model course shall be owned by the College. The College hereby agrees to pay any and all creators of said model courses royalty equal to fifty percent (50%) of all net profits generated from the licensing or sale of the online or hybrid course. If there is more than one creator of an online or hybrid model course, then the fifty percent (50%) royalty shall be shared by the creators. Under no circumstances, however, shall the College pay any royalty, fee commission or the like for the model online or hybrid course unless the College received payment from third parties. In other words, use of a model online or hybrid course by the College, or failure to receive payment from a third party, shall not obligate the College for any royalty or commission to the creator(s) of model courses. The College agrees to recognize, and give printed/published credit to, the creator(s) of model online or hybrid courses for the entire duration the college uses said courses.

5. Severability – If any of the preceding is or becomes contrary to United States Copyright statutes, then all other components of the agreement shall remain in force.

ARTICLE XII - TIMELY NOTIFICATIONS

- A. Whenever possible, the College will offer employment to unit members in the semester prior to the semester in which the offer applies. Whenever possible, offers of employment for the summer session will be made by April 30th.
- B. The College will provide individual employment assignments which specify the assigned course, meeting dates and location, duration of the course, number of credits and the rate of pay. Said assignments shall be issued at least two weeks prior to the start of the semester or as soon as practicable.
- C. If a course which has been offered and accepted by a unit member is cancelled for any reason including insufficient registration, the College will notify the unit member within two business days of the cancellation.
- D. If the cancellation takes place within one week of the start of the semester, the unit member will be compensated at the rate of one half of a credit hour.
- E. If the course has been taught before it is officially cancelled, the unit member will be compensated on a pro-rated formula equivalent to 2.25 times the actual number of hours taught.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT

Adjunct Faculty members will be offered the opportunity to participate in a College sponsored professional development program ("BCC-PDP"). For those who elect to participate, the following will apply:

1. The BCC-PDP administrative procedures will be made available to member of the unit. Said procedures may be changed by the College from time to time, upon reasonable notice.

2. A first time participant who successfully completes at least 20 hours of approved instruction in an academic year ("Phase #1") will receive a stipend of \$500.00. However, a first time participant who teaches in one semester (Fall or Spring) in any given academic year, and who does not complete the full 20 hours, may elect to carry over all successfully completed phase #1 hours of instruction in a given academic year to the next succeeding academic year, provided the participant teaches at least one full semester in the next succeeding academic year (the "carryover"). This is a one-time carryover.

3. A participant who successfully completes Phase #1, and who also successfully completes at least another ten (10) hours of approved instruction in one of the next two subsequent academic years, in which the participant is teaching at the College, will receive a stipend of \$250.00 ("Phase #2"). Thereafter, on an annual basis, a participant will be eligible for a Phase #2 stipend upon successful completion of ten (10) hours of approved instruction in an academic year in which the participant is teaching at the College. A participant who does not successfully complete a Phase #2 program in two academic years, must again participate in and successfully complete a Phase #1 program, for which the participant will receive a reduced stipend of \$300.00, in order to be eligible again for Phase #2.

4. Approval of requests to take outside professional development courses that are not on the College's approved list is within the sole and unreviewable discretion of the College.

5. Upon prior notice to the Chapter, the College may increase the amount of any stipend.

ARTICLE XIV - CHAPTER RIGHTS

A. Upon request, the Chapter may use College building facilities at no charge for meetings provided that such use shall not interfere with nor interrupt normal College operations. The College will not unreasonably withhold permission.

B. Duly authorized representatives of the Chapter shall be permitted to transact official Chapter business on College property provided that this shall not interfere with nor interrupt normal College operations.

C. The Chapter may make use of Adjunct Faculty mailboxes and the College inter-office mailing services.

D. The College shall provide a mailbox in the Adjunct Faculty Lounge for the specific purpose of receipt of Chapter mail.

E. The College will provide bulletin board space for the posting of official Chapter notices or other information.

F. The College agrees to allow the Chapter to make copies at the Copy Center for its day-to-day administrative needs. This Agreement does not include permission to make large numbers of copies such as for mass mailings, distributions or other such institutional use.

ARTICLE XV – BENEFITS

A. **Sick and/or Bereavement Leave Day** – Bargaining unit members are eligible for one day of illness and/or bereavement day per semester per course. Bargaining unit members must notify the appropriate academic supervisor when they will be absent in advance of the class meeting.

B. **Tuition Waiver** –

1. Bargaining unit members shall be granted tuition-free entrance to two (2) credit or non-credit courses per semester, on a space available basis, so long as there is no conflict with their own assignments.

2. Dependents of bargaining unit members shall be granted tuition-free entrance to two (2) credit or non-credit courses per semester, on a space available basis, provided they meet all entrance requirements. For purposes of this paragraph, a Dependent shall mean husband, wife, children, legal adopted children or civil union partner.

3. In order to qualify for the benefits listed in Sections 1 and 2 above, bargaining unit members must be employed by the College during the semester for which the waiver is being requested.

4. If bargaining unit members teach in the Fall semester, the benefit may be used in the Fall and Winter terms. If bargaining unit members teach in the Spring semester, the benefit may be used in the Spring and Summer terms. In the event, however, that a Dependent of a member of the bargaining unit member has registered for a course(s) in a semester in which the bargaining unit member is scheduled to teach, and subsequent to such registration the bargaining unit member's course or teaching assignment is cancelled, the dependent will not be denied the benefit because of the cancellation.

ARTICLE XVI - FULL TIME VACANCIES

A. Notice of full-time faculty or administrative positions will be posted on the College's website.

B. Bargaining unit members who have met or exceeded the minimum posted qualification for an open full-time position, and who have applied, will be given full consideration.

ARTICLE XVII - PERSONNEL FILES

A. The College shall endeavor to have one personnel file for each bargaining unit member, which shall be located in the Human Resources Department.

B. No evaluation material shall be placed in the personnel file unless the bargaining unit member has received a copy and signed a copy. Signing the material only signifies that the bargaining unit member has received a copy, not that he/she approves of its contents.

C. The bargaining unit members shall have the right to answer in writing any material in their personnel file, and this answer shall be attached to the material and become a permanent part of the file.

D. No anonymous material shall be placed in the personnel file.

E. Bargaining unit members shall be permitted to review their personnel file upon request. They shall be furnished with a single copy of up to twenty (20) pages, at no cost, within five (5) business days of the request. Bargaining unit members may also authorize a Chapter representative to examine their personnel file on his/her behalf.

ARTICLE XVIII - SAFE CONDITION

A. The College shall continue to make a security officer available to escort adjunct faculty members to the College parking facilities after dark, where reasonable cause for concern exists.

ARTICLE XIX - CODE OF CONDUCT

Promulgations, revisions and enforcement of an employee code of ethics are a managerial prerogative. Adjunct faculty shall be subject to disciplinary action up to and including termination for violation of the College Code of Conduct applicable to College employees as of the date of this Agreement.

ARTICLE XX – DURATION

The term of this agreement shall be from July 1, 2012 until June 30, 2016 and shall remain in full force and effect until a successor agreement has been reached.

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 on 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.

Bergen Community College

B. Kaye Walter
P. Carter Lank

Dated: 12-7-15

**Bergen Community College Chapter of United Adjunct Faculty of New Jersey, Local 2222,
American Federation of Teachers (AFT), AFT-New Jersey AFL-CIO**

[Signature]
[Signature]

Dated: 12/2/15

