

**MEMORANDUM OF AGREEMENT
BETWEEN
BERGEN COMMUNITY COLLEGE AND
BERGEN COMMUNITY COLLEGE CHAPTER OF UNITED ADJUNCT FACULTY OF
NEW JERSEY, LOCAL # 2222, AMERICAN FEDERATION OF TEACHERS,
AFT-NJ, AFL-CIO**

THIS MEMORANDUM OF AGREEMENT, by and between **BERGEN COMMUNITY COLLEGE** (hereinafter referred to as the “College”) and **BERGEN COMMUNITY COLLEGE ADJUNCT FACULTY FEDERATION, LOCAL #2222** (hereinafter referred to as “BCCAFF”) (and mutually, the “Parties”), made and entered into on this 6th day of April, 2022.

WHEREAS, the Parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a Collective Bargaining Agreement (hereinafter referred to as “CBA”) that expired on June 30, 2019; and

WHEREAS, the Parties have arrived at an agreement on the terms and conditions of employment, which are subject to ratification by both Parties.

NOW THEREFORE, and in consideration of the mutual covenant contained herein, the Parties hereinabove referred hereby agree as follows:

1. The provisions of the Memorandum of Agreement are subject to ratification by the respective Parties to this CBA.
2. Their signatories below agree to recommend this Memorandum of Agreement for ratification by their respective constituencies.
3. All provisions of the CBA between the Parties, which expired on June 30, 2019, shall remain in full force and effect unless otherwise modified herein.
4. All proposals not covered herein made by either Party during negotiations have been deemed withdrawn.
5. The following text shall replace the included language in **Article I, Recognition Clause**:

Included: All adjunct faculty who have accepted teaching assignments for credit courses at Bergen Community College in the current academic year.

6. The following text shall replace the language in **Article III, Information Exchange, Section B.:**

The College agrees to comply with the WDEA and furnish the Chapter with contact information within ten (10) days from the date of hire for all unit members including name, job title, worksite location, home address, work telephone number(s), any home and personal cellular telephone numbers on file, date of hire, work email address and any personal email address on file with the College.

Additionally, once during each semester the College shall also provide the chapter in an Excel file or similar format agreed to by the Chapter, with the information as listed above.

7. The following text shall replace the language in **Article IV, Deductions from Salary, Section D:**

Re-letter "D" to "C" (Clerical Error on CBA)

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

8. The Following amendments shall be made to **Article IX, Wages:**

Per Credit Rate - Effective 7/1/19				
	Master's & Above	Bachelor	Associate	None
New Unit Member Rate	\$804.00	\$794.00	\$782.00	\$769.00
Unit Member 6th Semester Rate	\$839.00	\$827.00	\$816.00	\$804.00
Per Credit Rate - Effective 7/1/20				
	Master's & Above	Bachelor	Associate	None
New Unit Member Rate	\$829.00	\$819.00	\$807.00	\$794.00
Unit Member 6th Semester Rate	\$864.00	\$852.00	\$841.00	\$829.00
Per Credit Rate - Effective 7/1/21				
	Master's & Above	Bachelor	Associate	None
New Unit Member Rate	\$869.00	\$859.00	\$847.00	\$ 834.00
Unit Members 6 th Semester Rate	\$904.00	\$892.00	\$881.00	\$869.00

Full salary increases shall be paid retroactive to July 1, 2019, to all adjunct faculty who worked in any of the following semesters: Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021 and Spring 2022.

The following two paragraphs following the wage chart shall be deleted from the CBA.

New Section B. - Compensation for Large Classes

Adjunct faculty teaching large classes (28 or more students) shall be compensated an additional \$200 per class.

New Section C. - Substitute Pay

An Adjunct Faculty unit member requested by the Department Chair to cover a class of a fellow Adjunct Faculty unit member who is utilizing a bereavement or sick day, will be duly compensated by the College at their per diem rate of pay.

Re-letter "B" to "D" - Excellence in Teaching & Continues Academic Achievement Program

In order to qualify for additional pay based on excellence in teaching and continued academic achievement, an Adjunct Faculty Member must complete 15 cumulative semesters (the semesters need not be consecutive) as an Adjunct Faculty Member with the College. For consideration, the following documents must be completed and/or submitted:

- A classroom observation done within the past five (5) years (must exceed expectations in at least four (4) of the eight (8) areas and meet expectations in the remaining areas)
- Positive student evaluations. Must submit SmartEvals report for all classes taught for two (2) different semesters within the past two (2) years.
- Evidence of professional development in the discipline or pedagogy within the past two (2) years. (e.g. workshops, conference, training, etc.). Submission shall be made using the official College form (attached as Exhibit A), which will include the required documentation; i.e., certificate or workshop completion form.

The application packet must be submitted to the Assistant Dean of Adjunct Administration by January 15th for the following fall semester and/or August 15th for the following spring semester.

Upon submission of the above documentation, qualification for the additional compensation shall be in the sole discretion of the College.

Once the College qualifies the Adjunct Faculty Member for the Program, that individual shall be entitled to \$30.00 per credit per semester.

Candidates not granted approval for the Excellence in Teaching & Continued Academic Achievement Program can request feedback from the Assistant Dean of Adjunct Administration. Feedback shall be given within thirty (30) calendar days.

9. The following edits shall be made to **Article XII, Timely Notifications Section C:**

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.

10. The following language shall be added to **Article XIV, Chapter Rights:**

G. The College shall provide the Chapter with a table at all Adjunct Faculty Orientation meetings.

11. The following revisions shall be made to **Article VX, Benefits Section A.:**

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


12. The following revisions shall be made to **Article XX, Duration:**

The terms of this Agreement shall be from July 1, 2019 until June 30, 2022, and shall remain in full force and effect until a successor agreement has been reached.

13. Upon ratification by both Parties, and no later than forty-five (45) days after final ratification, the Parties agreed to execute a complete, revised collective bargaining agreement that incorporates this Memorandum of Agreement.

In witness whereof, the Parties hereto set their respective hands and seals this 6th day of April, 2022.

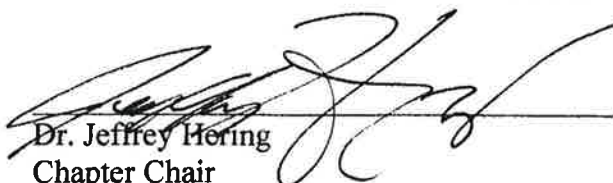
ATTEST: **Bergen Community College**



President, Bergen Community College

Date: 4-12-22

ATTEST: **Bergen Community College Adjunct Faculty Federation- Local # 2222**



Dr. Jeffrey Hering
Chapter Chair
BCC Chapter of UAFNJ, Local 2222

Date: 04-07-2022