

AGREEMENT BETWEEN BROOKDALE COMMUNITY COLLEGE

BOARD OF TRUSTEES

AND

BROOKDALE COMMUNITY COLLEGE NON-ACADEMIC STAFF ASSOCIATION

July 1, **2002**- June 30, **2005**

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PREAMBLE

This Agreement, effective the 1st day of July, **2002** is made by and between Brookdale Community College, hereinafter referred to as the "College" and the Non-Academic Staff Association, hereinafter referred to as the "Association."

The parties hereto agree with each other as follows:

ARTICLE 1- RECOGNITION

1.1 The College recognizes the Association as the sole and exclusive bargaining agent of the non-academic staff excluding supervisory personnel, exempt-administrative staff, Officers of the College, police force personnel, and confidential **support staff**, (to include **confidential staff positions reporting** to the following positions: President; Executive Assistant to the President; **Executive Vice Presidents; Vice Presidents; Deans; Chief of Police; and administrators actively involved in contract negotiation matters**).

1.2 Whenever the College creates new classifications and titles that are within the bargaining unit as recognized, the College shall confer with the Association regarding the same.

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ARTICLE 2 - NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1975, and amendments thereunto, in a good faith effort to reach agreement on matters concerning terms and conditions of employment of members in the bargaining unit. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall be reduced to writing and submitted for ratification to the College and the Association by their duly authorized representatives. The Agreement, when ratified by the College and the Association and signed by the parties, shall be adopted by the College.

2.2 This Agreement shall not be modified in whole or in part except by an instrument duly executed in writing by the College and the Association.

7.

ARTICLE 3 - COLLEGE AND ASSOCIATION RELATIONSHIP

3.1 The College, in accordance with applicable law and regulation, retains full jurisdiction and authority over matters of policy and retains the right to relieve an employee from duties because of lack of work or other legitimate reasons in order to efficiently maintain the grounds, facilities and equipment entrusted to the College, and to determine the methods, means, and personnel by which its operations are to be conducted, and, further, to take whatever other actions deemed necessary to enhance or protect the educational mission of the College.

3.2 The Association shall enjoy such rights as are accorded by this agreement and law.

3.3 The College retains the right to hire, promote, transfer, discipline or discharge an employee for just cause.

3.4 The College and the Association agree there shall be no discrimination, interference, restraint, or coercion by either party against any employee because of membership in the Association or for refusal to join the Association. The Association further agrees that it shall not unlawfully coerce an employee into membership.

3.5 The College agrees to furnish the Association, in response to formal requests of the Association, public information pursuant to Chapter 73, Public Laws of 1963.

3.6 The College, upon formal request of the Association and following approval of the Administration, shall permit the Association to use the facilities of the College for the purpose of Association meetings. Such approval shall not be unreasonably withheld and shall be in accordance with the rules and procedures of the College in force at the time of the request. Furthermore, upon similar request and approval, the Association shall be allowed the use of equipment of the College.

3.7 The Association agrees that its use of facilities shall be restricted to such times that do not preempt the use of the requested facilities and equipment for instructional purposes or usage by students or the College. The Association shall be liable for the cost of repairs or damage, if related to approved use by its membership of facilities and equipment. The Association shall also pay for the use of paper and supplies required by various duplicating or reproduction processes at costs determined by the College.

8.

3.8 The Association shall have access to the campus mail and e-mail services for on-campus communication purposes. The Association shall not post any items for mailing outside the campus locations except when such items have the required postage affixed thereto.

3.9 The Association shall have access to College bulletin boards for the posting of legitimate Association business.

3.10 The College and the Association agree to share equally the full cost of reproducing not more than **eight hundred and fifty (850)** copies of this Agreement in the print shop of the College.

3.11 The College agrees to grant the President of the Association **and the Vice President of Employee Welfare** or a designee of the President of the Association an average of **six (6)** hours per month to handle NASA matters.

3.12 The College shall provide written notice to the President of the Association whenever an individual represented by the bargaining unit is hired or terminated, regardless of the reason, within ten (10) calendar days of the hiring or termination date. The notification of termination or hiring will be directly sent to the President of the Association and the **Membership Chair**.

3.13 The parties agree to applicable law with regard to non-discrimination; moreover, the College certifies that it is an Affirmative Action Employer in support of Equal Employment Opportunity and in accordance with applicable laws and statutes to ensure equality of opportunity in the hiring and promotion of minority employees.

3.14 The College and the Association agree there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age, sexual orientation, disabilities or marital status in any manner.

3.15 The President **and/or the Chair of the Safety Committee** of the Association shall have the right when, in **either of their opinions**, a hazardous condition exists to immediately consult with the Dean of Human Resources and/or Chief of Police or in their absences whomever the College President designates.

9.

3.16 Information packets provided by NASA to Human Resources will be distributed by the College to all new non-academic staff employees at the time of their orientation. This shall not include the initial distribution of this agreement.

3.17 The Association's Vice President of Employee Welfare shall serve as a member of the College's Safety Committee.

3.18 If the College is considering subcontracting a service covered by the bargaining unit, the Association shall be notified in writing thirty (30) days prior to the seeking of bids.

10.

ARTICLE 4 - WORKING CONDITIONS

4.1 Normal hours for a regular employee working a thirty-seven and one-half (37.5) hour work week shall be seven and one-half hours per day exclusive of lunch periods, and scheduled during a full calendar week. The normal hours for a regular employee working a forty (40) hour work week shall be eight (8) hours per day, exclusive of lunch periods, and scheduled during a full calendar week.

4.2 Starting times and shifts shall continue to be based upon the operating needs of the departments and shall be established by the College. Employees shall normally be assigned a fixed shift; however, the parties recognize management's right to change shift hours. In the event a permanent shift change is necessary, employees shall be provided at least two (2) weeks notice, except in emergency situations. Additional time may be provided at management's discretion depending upon individual circumstances.

4.3 A reduction of the normal hours of a workweek from 37.5 to 35 hours (7.5 to 7 hours per day) shall occur from June 16 through August 15. Employees working less than 37.5 hours per week will receive a prorated reduction in the workweek. The normal workweek for June 16 to August 15 shall be 8:30 AM to 4:30 PM, Monday through Friday. The College reserves the right to approve an alternative to the seven (7) hour day schedule when the needs of the department require it.

4.4 Overtime compensation and the methods by which overtime payments are made shall be consistent with the requirements of the Fair Labor Standards Act except that holidays, sick days, vacation days, bereavement days and personal days that occur within a work week shall count towards calculation of forty (40) hours for computing overtime.

4.5 An employee regularly assigned to the Central Heating Plant shall be entitled to the following shift differentials:

a) An employee who is regularly assigned to the second shift shall be entitled to a differential of twenty (20) cents per hour for each hour worked.

b) An employee who is regularly assigned to the third shift shall be entitled to a differential of twenty-five (25) cents per hour for each hour worked.

11.

4.6 Subject to established procedures, the College agrees to reimburse an employee who is required to use his/her private vehicle at the expressed direction of the College for College business at the rate

established by the Internal Revenue Service (IRS) per mile, **including reimbursement for tolls and/or mass transit expenses, which are accompanied by receipts.**

4.7 The College will pay a lodging allowance at a rate pre-approved prior to travel when an employee is required by the College to be away overnight. As an expense allowance, the College further agrees to pay not more than twenty-five (\$25) dollars per day for meals when an employee is required to be away from home by the College. **The College reserves the right to approve reasonable costs for meals per day that exceed twenty-five (\$25) dollars, when accompanied by receipts.**

4.8 The College agrees to provide for meal allowance of not more than **fifteen (\$15) dollars** to an employee who is required to work at least two (2) hours beyond quitting time. Any claim for dinner payment shall be accompanied by the receipt as evidence of the expenditure as claimed; employees scheduled to work second or third shift shall be exempted from this provision. The College shall provide an additional meal allowance not exceeding seven dollars and fifty cents (\$7.50) for each additional four (4) hours thereafter.

4.9 An employee who is recalled from home to return to the College for work shall be guaranteed a minimum pay of four (4) hours of work.

4.10 An employee who is required to remain at work while other employees are sent home due to inclement weather shall be paid time and one-half.

In order to maintain essential services, employees in Grounds/Maintenance and the Power Plant are considered essential employees and are expected to work their normal schedules plus any required overtime during periods when the College may be closed due to inclement weather, power outages or other emergencies. Employees required to work during such periods shall be compensated at time and one-half (regardless of whether the employee exceeds forty (40) hours during the week).

4.11 Overtime, when required shall be first offered on a voluntary basis using a rotational system based on seniority. If there are not sufficient numbers of volunteers then overtime shall be assigned using a rotational system based on seniority. The list shall initially begin with the most senior employee for volunteer purposes and the least senior employee for mandatory assignment. The same assignment mechanism shall be used should employees be required to work on a scheduled holiday or College closing.

12.

4.12 Work uniforms (what kind of uniform and how many) shall be provided by the College, and when provided must be worn by the employee. The College shall determine what positions require a uniform based on the nature of the job. The maintenance of these uniforms will be the responsibility of the individual employee in Maintenance, Food Service, Lab Assistants, Print Shop and Auto Tech.

4.13 The College is responsible for the methods, means and tools to perform tasks, and the College is responsible for purchasing tools, if necessary, to perform these tasks.

4.14 In an effort to foster a family friendly environment the parties recognize the implementation of a Voluntary Compressed **Workweek** Plan as advisable. Plan participation shall be voluntary; however, work schedules may only be changed at the beginning of the semester in the months of January, May

and September since schedules will be in effect for a minimum of four (4) months. Workflow considered, offices shall be encouraged to be flexible in establishing and changing work schedules.

It is understood and agreed that the operational needs of the Department/Division shall govern the specific days of the week and the starting and ending times of a daily schedule, subject to approval by the appropriate supervisor.

A. The College shall retain the right to determine appropriate schedules.

B. The employees may volunteer to work an alternative work schedule provided that the employee works 37.5 hours in a week. The College shall agree to consider such requests; however, the supervisor shall have the discretion to approve or disapprove such requests.

13.

C. The College shall continually review the efficacy of work arrangements. Employees shall be entitled to a minimum of two (2) weeks notice prior to changing schedules, unless a shorter period is agreed to by the employee. A maximum of four (4) weeks notice may be appropriate in unique situations.

D. The College may return to the "normal" 5 day workweek schedule as long as appropriate notice is provided.

E. Employees shall return to the "normal" 7.5 hour day work schedule whenever there is a scheduled holiday during the compressed work schedule, except that employees who have scheduled student contact hours shall keep their individual schedules. In the event that a holiday is "made up," these employees shall continue to work their individual established schedules according to the College's calendar.

F. In the event of an unscheduled closing, (i.e. snow, power outages) affected employees shall be granted administrative leave equal to the amount of hours scheduled to work that day.

G. Decisions regarding work schedules are not subject to a review process nor to the grievance procedure.

Examples of Work Schedules:

Four (4) Days Per Week, 37.5 hours - 9 hours and 20 minutes per day, four days per week, exclusive of lunch hours, e.g. 8:00 a.m. to 6:20 p.m. with one day off per week. (This schedule is 10 minutes short of a 37.5 hour week and must be made up through a schedule established by the supervisor and employee.)

Nine (9) Days Every Two Weeks, 75 hours - 8 hours and 20 minutes per day, exclusive of lunch hour, e.g., 8:00 a.m. to 5:20 p.m. with one day off every two weeks.

NOTE: The above illustrations are only examples of possible work schedules, employees and supervisors have the right to work out any schedule that will best meet their needs.

14.

4.15 The College recognizes that certain Learning Assistants must work non-standard schedules. On the occasion of a holiday or in the event their office or the College is closed due to an emergency, snow day or other authorized reason, these employees will be required to maintain their regular work schedules for the balance of the days in the work week. Such weeks will not require any adjustment to their weekly pay. However, for approved leaves (i.e., vacation, sick, personal and bereavement times), these employees shall be required to take leave time equivalent to the amount of hours scheduled to work on the approved leave day(s).

4.16 A committee comprised of two (2) persons appointed by the Association and two (2) appointed by the College shall meet to review and study the possibility of running payroll every two weeks and make recommendations.

4.17 A committee comprised of two (2) persons appointed by the Association and two (2) persons appointed by the College shall meet to review and study the employment practice for hourly employees employed more than six months.

4.18 The College will determine appropriate employee training programs.

15.

ARTICLE 5 - PROBATIONARY PERIODS

5.1 The first ninety (90) days of initial employment shall be a period of probation and performance evaluation of the employee by the supervisor. During this period, the employee may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An employee who successfully completes the initial employment probationary period shall be known as a regular employee in the job classification.

5.2 Upon change of grade, the first sixty (60) days shall be a period of probation and performance evaluation of the employee by the supervisor. An employee who successfully completes the probation shall be known as a regular employee in the job classification. An employee whose performance evaluation is not acceptable shall be returned to the title formerly occupied. There shall be no appeal by the employee to the grievance procedure contained in this Agreement.

5.3 A temporary employee who is hired to the same permanent position as the job description the employee has been working under, shall have a probationary period of thirty (30) days.

16.

ARTICLE 6 - LATENESS AND ABSENCE WITHOUT APPROVED LEAVE

6.1 An employee shall be responsible to notify his/her immediate supervisor prior to the beginning of the assigned period of duty if he/she is to be tardy or absent.

6.2 An employee who does not call in as required, and is absent without approved leave, shall not be paid for the period unless it can be demonstrated that there were mitigating circumstances beyond the control of the employee to preclude a call.

6.3 An employee who is late shall not be paid for the time lost. Such time may not be charged to any leave account whatever.

6.4 Excessive lateness and absence without approved leave may be cause for suspension without pay or termination.

17.

ARTICLE 7 - POSTING OF VACANCIES

7.1 When a vacancy occurs or a new position is created within the bargaining unit, the College shall post a notice in each office and work area for **five(5)** working days, setting forth the job classification, duties and requirements, hours and days of work, starting date, and salary range.

7.2 An employee seeking to be considered for appointment to the vacancy shall make application to the Dean, Human Resources within **five (5)** working days of the date of issue of the notice.

7.3 An employee who makes application for an appointment to a vacancy and meets the minimum qualifications shall be scheduled for an interview.

7.4 The College shall consider prior service to the College among other factors when making a determination on hiring. This provision shall not be understood so that seniority shall control or be the most significant factor(s) in the hiring process. The final decision on hiring shall remain at the discretion of the College, and that decision shall not be subject to grievance appeal or to arbitration.

18.

ARTICLE 8 - CHANGE OF GRADE AND TEMPORARY ASSIGNMENT

8.1 A regular employee who moves to a higher **band** shall be entitled to the minimum wage of the job classification or a five (5%) percent wage increase **per band**, whichever is higher, while rendering satisfactory performance in that job classification.

8.2 A regular employee assigned temporarily to a higher job classification shall be paid the minimum wage of that job classification or a five (5%) percent wage increase, whichever is higher, for the duration of that assignment while rendering satisfactory performance.

8.3 Change of **band** computations on July 1st shall be made as follows: First, the change of **band** increase of five (5%) percent **per band**, or the new minimum, whichever is higher, shall be granted, and

then the general wage increase shall be granted subject to the maximums of the salary classification.

8.4 Reclassification adjustments shall be retroactive to the first of the month following receipt of the revised job description that is ultimately approved.

19.

ARTICLE 9 - SENIORITY

9.1 Seniority shall be defined as an employee's total length of service with the College beginning with the date of hire. Upon successful completion of the initial probationary period, service seniority shall accumulate from the date of hire until there is a break in service.

9.2 An employee's seniority with the College shall be determined by hire date and shall accumulate until there is a break in service.

9.3 A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off. A break in service shall not occur when a regular employee is on leave of absence; however, the time of the leave shall not accrue towards seniority.

9.4 An employee who is recalled after a period of layoff shall be considered to have retroactive and continuing seniority upon the effective date of return to

work.

9.5 The College shall maintain a seniority roster and furnish a current copy to the Association.

9.6 The College shall inform the Association regarding criteria and procedures for seniority and layoff for full-time and part-time employees.

20.

ARTICLE 10 - REDUCTION IN FORCE

10.1 A regular employee within a job classification shall not be laid off before any temporary or permanent part-time employee serving within the same job classification.

10.2 The College shall provide, as a minimum, two (2) weeks' notice of impending layoff to any regular employee affected. **For employees with more than ten (10) years of service, three (3) weeks' notice shall be provided.**

10.3 Seniority shall be considered as defined in Article 9.2. If length of service is equal, a drawing will determine the order of layoff.

10.4 An employee on layoff shall accrue no sick leave nor vacation leave. An employee who is recalled from layoff shall be considered to have continuing service for the computation of future earned vacation.

Previously accrued sick leave and unused vacation leave shall be restored upon recall.

21.

ARTICLE 11 - BUMPING PROCEDURE

11.1 A regular employee affected by layoff shall be given the opportunity for continuity of employment in accordance with the following conditions and in the sequence as herein set forth.

11.2 General Conditions

a. An employee shall receive as much notice as possible but no less than the minimum of two (2) weeks notice of impending layoff. Employees who are initially affected shall receive job descriptions for positions within their **band** and the next lower **band** two (2) weeks prior to implementation of a bumping procedure. When necessary, employees shall receive copies of job descriptions for other requested positions. Employees who elect not to exercise their bumping rights shall be placed on the recall list (Article 12).

b. The qualifications of an employee for any position, considering their education or related training or experience, shall be judged by the College. An employee found to be qualified at the entry level as set forth in the job classification shall be so assigned.

c. Employees considering bumping into a position shall have the opportunity to discuss the position and its job responsibilities with the supervisor or designee. Any employee assigned to another position will be subject to a performance evaluation thirty (30) days in the job classification. In the absence of acceptable performance at the end of ninety (90) days, the employee shall be laid off and subject to recall provisions elsewhere contained within this **Agreement**.

d. Seniority shall be considered as defined in Article 9.2 and if length of service is equal among two or more employees, a drawing shall determine the order of layoff.

e. An employee who exercises rights under this procedure shall continue to be paid at the same rate of pay earned in the title occupied at the instant of the layoff or reduction in force if assigned to a position within their **band**. When assigned to any lower rated position, the employee shall be paid in the same ratio as was the rate of pay to the minimum of the title previously occupied but not to exceed the maximum of the range for the lower rated title.

22.

11.3 Bumping Procedure

The bumping process shall begin with the most senior employee and work as follows:

1. When affected job titles fall into more than one **band**, the bumping procedure shall begin with the highest rated **band** and further, the most senior affected employee shall be the one with whom the procedure begins.

2. The employee shall be considered for assignment to a vacant position within the existing **band**.
3. In the event there are no vacancies as described in "2" above, the employee shall displace or bump the least senior person within the same title as the affected employee.
4. When an employee cannot exercise the provision of "3" above, the employee shall be able to displace or bump the least senior person in an equated **band** classification provided the employee possesses seniority rights superior to the least senior person in such positions.
5. In the event an employee is unable or found not to be qualified for any equated classification in "3" or "4" above, he or she shall begin the procedure **starting** at step "2" in the next lower **band**.

11.4 Any employee who is not reassigned after the steps of this procedure have been followed and who, furthermore, has been found not to be qualified to exercise bumping rights or who do not possess seniority rights shall be laid off and subject to recall as detailed elsewhere herein.

23.

ARTICLE 12 – RECALL

12.1 The name of the regular employee who is laid off shall be placed on a special reemployment list for the job classification of the employee. The most senior person laid off from that classification shall have **priority** recall rights. No new employee shall be hired for that job classification until all employees on layoff in the classification desiring to return to work shall have been recalled, provided such employees on layoff are capable of returning to work and performing the duties required in the job classification. The preferential list shall be in effect for two (2) years from the effective date of layoff.

12.2 A regular employee shall be recalled to work in the reverse order of layoff with other employees on layoff.

12.3 A regular employee on layoff shall provide the College with any change of address while awaiting recall. Notice of recall shall be made in writing by certified mail, return receipt requested, to the last employee address of record.

12.4 A regular employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall, or within fourteen (14) calendar days of the mailing, or be considered to have abandoned recall rights and resigned. It is understood that the employee shall have the obligation to provide Human Resources with an updated address and it shall be the employee's responsibility to inform Human Resources of the method to reach the employee if s/he is absent more than fourteen (14) days from that address. This shall apply only in the application of the provisions of this **Article**.

12.5 A regular employee who is recalled and who has complied with provisions of 12.4 above must report to work on the day and time specified or be considered to have resigned.

12.6 A regular employee recalled to a job classification at a salary rate lower than the job classification held prior to layoff may refuse such recall and remain eligible for recall to the formerly occupied and higher-rated job classification for the period provided by this Article.

24.

ARTICLE 13 - PERFORMANCE EVALUATION

13.1 A regular employee shall be evaluated at least once per year normally **not later than September 30th**. A copy of the appraisal instrument is reproduced as Appendix A.

13.2 The primary purpose of evaluation is to assess the quality of an individual's performance through open and honest dialog between the supervisor and the employee and to offer remedies if necessary to improve performance. It is an opportunity to create and discuss plans through an exchange of ideas for the professional growth and development of the employee.

13.3 The immediate supervisor of the individual being rated will have the primary responsibility for evaluation of the performance related to the functional responsibilities delineated in the job description for the title occupied by the employee.

13.4 Performance evaluations shall be recorded on the form (Appendix A) prepared for such purpose, and a copy shall be filed in the personnel folder of each employee. Provision shall be made for the attachment of comments by the employee.

13.5 The individual being evaluated will be permitted to review the evaluation. Within a reasonable time a personal conference will be conducted to discuss the evaluation. The evaluator shall request that the employee sign the evaluation to evidence the employee has seen the evaluation, such signature shall not indicate acceptance by the employee of the evaluation. If the employee does not sign the evaluation, the evaluation shall be placed in the employee's file. The employee will be provided with written notice that the evaluation has been placed in the employee's file.

13.6 A regular employee whose documented performance is not acceptable may be placed on probation by the College for a period not to exceed thirty (30) days. During the period of probation, the regular employee shall be paid at the rate in effect at the date of the evaluation, notwithstanding other provisions contained in this Agreement. If, at the expiration of that period, the performance is not acceptable, the employee may be terminated.

25.

26.

ARTICLE 14 - FRINGE BENEFITS

14.1 A regular employee and his/her immediate family (spouse and dependent children, according to New Jersey State Health Benefits Criteria) shall be permitted by the College to take not more than nine (9) credits of course work each term **offered by Brookdale Community College** for which tuition **shall be waived. Student activities fees shall be waived for employees only. Other** fees and charges

incident to the course shall be assumed by the employee **or family member**. It is further provided that the minimum enrollment for the course must have been **met and** that at all times tuition students shall have priority of enrollment in any course. **Dependent** children of bargaining unit members who are entitled will be permitted to attend Brookdale Community College for four (4) long semesters, without charge, exclusive of fees.

14.2 The College shall extend tuition reimbursement for twelve (12) credit hours per **fiscal** year (or three courses not to exceed twelve credits) to a regular employee having an associate's degree for undergraduate courses successfully completed leading to a baccalaureate degree in a regular program and for an employee achieving a baccalaureate degree for graduate courses successfully completed leading to a master's degree in a regular program. Any regular employee concurrently matriculated in a baccalaureate degree program and a master's degree program shall be eligible for tuition reimbursement for twelve (12) credits per **fiscal** year (or three courses not to exceed twelve credits) at the undergraduate or graduate course level or in combination thereof upon successful completion of such courses. Reimbursement shall be actual cost not to exceed State University rates and at the discretion and upon prior approval of the College. Such approval shall not be arbitrarily or capriciously withheld.

14.3 Employees, spouse and dependent children according to New Jersey Health Benefit Criteria may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

14.4 Employees are eligible to participate in non-credit classes at a 50% discount for up to six (6) classes per fiscal year, not to exceed a total annual discount of \$450. The College retains the right, at its discretion, to exclude selected classes. Registration for discounted classes will be accepted the day before the class begins, on a space available basis, after the minimum enrollment for the class is met.

27.

14.5 The insurance benefit program for regular employees shall include:

A.) Hospitalization - (Traditional Plan, **HMOs and PPOs**) As provided by New Jersey State Health Benefits Plan.

B.) Major Medical Insurance - As provided by New Jersey State Health Benefits **Plan**. Eligibility date shall be determined by the State Health Benefits Plan; presently, it is after two (2) months of employment.

C.) The health benefit premium obligation of the College shall be subject to a cap using June 30, **2005** as the base date for that cap. However, the cap reflected in sections A, B & E of this Article shall not be applied prior to agreement to a successor contract.

D.) Short-term Disability to compensate at the rate of seventy percent (70%) of the weekly wage of the employee to a maximum of \$750 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) **calendar** day of disability. Current provisions continue with the understanding that the parties will reopen discussion on the language of this provision should the College modify the terms of the Short-term Disability provisions with the B.C.C.A.A. or the Faculty Association.

E.) Dental Program - effective 1/1/94 the Dental Plan will remain a usual, reasonable and customary fee plan (UCR), but with an increased yearly deductible of \$100 for single and \$200 for husband/wife/family. The maximum yearly benefit per person will be \$1,500. Effective 7/1/99, the College's contribution for the dental plan shall be \$582 per year. The College reserves and retains the right to change insurance carrier with no change in the level of dental coverage.

14.6 A regular employee may be granted a leave of absence as follows; where indicated, prior approval of the immediate supervisor shall be required before an employee shall enter a leave status.

28.

A.) A regular employee, after having secured prior approval of his/her supervisor (which approval shall not be unreasonably withheld), may use not more than five (5) days with pay for personal purposes that cannot be attended to except when the employee is scheduled to be at work. Such use shall include the observance of religious holidays but shall not include days immediately before or after a scheduled College holiday nor for vacation or recreation purposes. **Within the first fiscal year of employment, employees shall be entitled to a prorated number of personal days, calculated from the date of hire.** Eligibility begins after ninety (90) days of continuous employment and shall not be available during any probationary period. There shall be no accumulation attached to this privilege.

B.) A regular employee shall accrue sick leave with pay at the rate of one and one-quarter (1 1/4) days per month worked and may accumulate sick leave without limit.

C.) A regular employee may use up to three (3) days with pay for bereavement leave upon the occasion of death in his/her immediate family, including parents, siblings, spouse, children, foster parents, foster children, step-parents, step-children, **adopted children**, parents-in-law, grandparents, **great-grandparents**, or any person or relative domiciled in the residence of the employee. Additional days, if needed, may be charged to sick leave. On the occasion of death of any relative not cited above, one (1) working day with pay may be used for bereavement. Eligibility shall begin on the first day of employment.

D.) An employee may be required to provide proper justification of use of leave days as specified above in "A", "B" and "C".

E.) A regular employee who is summoned for jury duty shall receive regular straight-time wages while serving as a juror. A copy of the order to jury duty shall be presented to the immediate supervisor before such leave is entered upon. Eligibility shall begin on the first day of employment.

F.) Any regular employee who is required to report for annual training by the Military Reserve or National Guard shall retain the pay received for military service according to N.J.S.A. 38:4-4 in addition to receiving wages from the College during said period. A copy of military orders shall be presented to the College before such military leave is entered upon. Eligibility begins upon employment and such service shall not impair rights otherwise enjoyed by the employee while in the continuous employment of the College.

G.) Any regular employee who is drafted or recalled into the Armed Forces of the United States shall be given a leave of absence without pay for the period of time of the draft or recall to active service. Upon discharge or release from the military, the employee shall be entitled to reemployment in the same job

classification or equivalent at the salary and seniority which would have been attained had not there been a draft or recall, providing that:

- 1.) The returning employee presents a certificate of satisfactory completion of military services; and
- 2.) Application for reinstatement has been made within ninety (90) days of the discharge or release from the military service or from hospitalization continuing after discharge or release for a period or not more than one (1) year; and
- 3.) Provided the employee is able to perform the duties of the former position.

H.) Maternity shall be regarded as temporary disability, and a regular employee shall be entitled to the considerations and benefits associated with short-term disability under coverage stated above, for such periods when, in the absence of maternity leave, the employee would have been on the College payroll.

30.

I.) A regular employee who has not completed one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care leave without pay, commencing upon a date specified by an attending physician or determined by the process of adoption as certified by an agency, institution or court of law. No fringe benefits shall be paid by the College while the employee is on a child care leave. Eligibility shall begin after ninety (90) days. An employee who is on a leave of absence shall be granted the full salary increase.

J.) A regular employee who has completed one (1) year of continuous service may be granted a maternity or child care leave of absence without pay for a maximum period of one (1) year. No fringe benefits shall be paid by the College while the employee is on maternity or child care leave. An employee who is on a leave of absence shall be granted the full salary increase. Members may elect to use sick leave in any combination with maternity leave.

K.) Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay. This application shall be submitted to the immediate supervisor of the employee. An employee who is on leave of absence shall be granted full salary increase.

14.7 The Board recognizes the value that can accrue to the College from staff participation in advanced work-related study afforded by a program of educational leave. To secure this benefit for the College, the Board agrees to institute an educational leave program subject to the following conditions:

A.) Eligibility shall be restricted to two (2) support staff employees per academic year who have completed seven (7) consecutive years of full-time service as a support staff employee at the College since beginning that service or since the last period of educational leave.

B.) Applications for educational leave shall be made by letter to the respective **Executive** Vice President with copies to the employee's immediate and intermediate supervisors. The deadline to the employee's **Executive** Vice President shall be no later than December 15 of the fiscal year prior to the time of the anticipated leave.

31.

C.) Applications for this benefit shall state the intended purpose of the educational leave and how this educational experience will benefit the employee, the department, and/or the College. No supervisor, whether immediate or intermediate, shall capriciously withhold an employee's request.

D.) Applications, along with letters from immediate and intermediate supervisors, shall be reviewed by the respective **Executive** Vice President and forwarded with comments to the **Executive** Vice President, Educational/**Student and Outreach** Services to determine the benefits which shall accrue to the individual requesting the educational leave and to the College **community**.

E.) All applications shall be forwarded to a Support Staff Peer Committee appointed by the President under the auspices of the **Executive** Vice President, Educational/**Student and Outreach** Services. The Committee shall recommend its choices to the President of the College no later than March 1. A support staff employee may choose to appear before the Support Staff Peer Committee to defend his/her request. The Committee will provide feedback to the applicants not recommended.

F.) The College shall grant educational leave so that no more than two (2) support staff employees of the total support staff and no more than one (1) individual from a department shall be on educational leave status at any given time.

G.) The President of the College shall notify those support staff employees whom he shall recommend or not recommend to the Board for approval, no later than March 15. Such recommendations shall be made to the Board for consideration at the March public meeting.

H.) Educational leave shall be granted for one (1) full academic year at one-half (1/2) salary or half a year at full salary.

I.) All fringe benefits in effect at the **commencement of the** educational leave shall continue in force during the period of approved leave.

32.

J.) If a support staff employee shall not complete one (1) academic year of service after returning from educational leave, the College shall require the return of all monies paid to the support staff member during the educational leave. Such payment shall be made within twelve (12) months following termination or separation from the College and shall be secured by a promissory note originally executed at the commencement of the educational leave. Exception to this provision would occur if a support staff employee died during or after the year following the period of educational leave.

K.) The denial of educational leave shall not be grievable.

L.) The employee(s) shall be required to submit official transcript(s) to the **Executive** Vice President, Educational/**Student and Outreach** Services upon the employee's return from educational leave.

33.

ARTICLE 15 – VACATION

15.1 Vacation leave with pay shall be earned by a regular employee according to the following schedule:

A.) Up to five (5) years of service with the College: five-sixths (5/6) days per month in a pay-receiving status or a maximum of ten (10) days per year.

B.) Over five (5) years but not exceeding ten (10) years service with the College: one and one-quarter (1 1/4) days per month in a pay-receiving status or a maximum of fifteen (15) days per year.

C.) Over ten (10) years of service with the College: one and two-thirds (1 2/3) days per month in a pay-receiving status or a maximum of twenty (20) days per year.

15.2 Accrual of vacation leave starts upon employment; however, no vacation leave shall be taken during any probationary period.

15.3 Each July 1, a regular employee shall be eligible to carry forward an accrued amount of vacation leave equal to two (2) years' entitlement. **An annual March notice to employees reminding them of the vacation accrual limit will appear on their pay stubs.** Leave in excess of a two (2) year entitlement shall be forfeited each June 30.

15.4 No regular employee shall be scheduled to take more than the maximum vacation allowance earned in a year at any one time except upon prior approval of the supervisor.

15.5 Insofar as it shall be possible, the College shall offer a regular employee his/her choice of vacation times. Vacation schedules shall be prepared by the supervisor subject to approval of the appropriate Officer of the College. Whenever two (2) or more employees in the same area wish to take vacation at the same time, seniority shall determine the schedule. In the event of the same seniority, then the supervisor will make the determination. Seniority shall be defined as date of hire at the College and continuous period of service. The College has final approval of vacation schedules. If an employee's absence shall seriously hamper the work flow of a department, the employee may be asked to reschedule vacation to accommodate the workload of the department.

34.

15.6 Where the College can permit an employee to take vacation at a certain period and two (2) or more employees in the same area wish to take vacation at the same time, the individual with greater seniority shall be given first choice.

15.7 An employee whose scheduled day off (vacation, personal or sick) falls on a day their office or the College is closed due to an emergency, snow day or other authorized reason shall not be charged leave for the day.

35.

ARTICLE 16 - HOLIDAY SCHEDULE

16.1A The following days shall be observed as paid holidays. A regular employee shall be excused from work, with the exception of certain maintenance job classifications who shall be advised and scheduled for duty by their supervisors:

Independence Day

Labor Day

Thanksgiving Day

Martin Luther King Day

Memorial Day

16.1B A holiday provided for in 16.1A that falls on a Saturday shall be observed on the preceding Friday, and a holiday that falls on a Sunday shall be observed on the following Monday.

16.1C Due to the class schedule, Brookdale Community College is open on President's Day and Veteran's Day. Since staff members are required to work on such days, they will be compensated by two (2) floating holidays to be taken within a fiscal year with at least one week's notice and prior approval by the supervisor. Supervisor approval will not be unreasonably withheld. Unused floating holidays will not accumulate from one fiscal year to the next.

16.2 The following days shall be granted as paid holidays; a regular employee shall be excused from work with the exception of certain maintenance job classifications who shall be advised and scheduled for duty by their supervisors:

- a.) The working day immediately preceding **Christmas Day**;
- b.) Christmas Day;
- c.) The working days between Christmas Day **& New Year's Day**;
- d.) New Year's Day

36.

ARTICLE 17 - PAYROLL DEDUCTIONS

17.1 The College agrees, in accordance with appropriate law, to provide for deduction for PERS/ABP supplemental and/or tax-sheltered annuities, MON-OC Credit Union, **and other programs authorized by the College for an employee who properly** authorizes the College to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966. The College agrees to make direct deposit of paychecks to one (1) FDIC bank for union members who have duly executed an authorization.

17.2 The College agrees to deduct from an employee's wages the dues for New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, Public

Laws of 1969, and under rules established by the State Department of Higher Education. Said monies, together with current records of any correction, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made.

17.3 Each of the Associations named above shall certify to the College, in writing, the current rate of its membership dues and the members thereof. Any Association which shall change the rate of its membership dues shall give the College reasonable written notice prior to the effective date of such change.

17.4 Any member of the Bargaining Unit choosing not to become a member of the Association shall have deducted from the employee's salary an agency fee in the amount of the "maximum allowed by law" of the total dues charged by the Association to its members. Such agency fee shall be transmitted to the Association in accordance with this Article.

17.5 Membership in the Association is available to all employees on an equal basis, and the Association has established and maintains a demand and return system, which complies with the requirements in Sections 2(c) and 3 in accordance with the law.

37.

ARTICLE 18 - GRIEVANCE PROCEDURES

18.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation of interpretation or application of any of the provisions of this agreement, except that the termination or discharge of a probationary employee shall not be subject to this grievance procedure, and such action may not be appealed hereunder.

18.2 A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence. Within that same thirty (30) day period, the grievance procedure shall include an informal step before the grievance is admitted to the formal steps. The informal level shall be a hearing before the immediate supervisor who shall make note of the hearing and attempt a satisfactory resolution of the grievance. All steps in the formal stage must be followed in order, except when there is a mutual determination by the parties to waive any formal step or steps or to merge given grievances in order to expedite the hearing of a matter at issue.

STEP ONE

The grievance shall be discussed with the employee involved and the Association representative with the Dean, Human Resources, or a designated representative. The answer shall be in writing and made within ten (10) working days by the Dean, Human Resources, to the employee with a copy to the Association.

STEP TWO

If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Association and submitted to the appropriate **Executive** Vice President or a designated representative, and the answer to such grievance shall be made in writing to the Association, with a copy

to the employee, within ten (10) working days of submission.

STEP THREE

If the grievance is not settled at Step Two, then the aggrieved employee and the Association shall have the right within five (5) working days to submit the grievance in writing to the President of the College, or a designated representative, who shall answer such grievance within ten (10) working days after submission in writing to the Association with a copy to the employee.

38.

18.3 Should an employee be laid off or discharged, the employee shall be entitled to a hearing, starting with the third step above. If it is determined that the layoff or discharge is in violation of the terms of this Agreement, the employee shall be restored to the former position and status without loss of pay, unless there are mitigating circumstances.

18.4 If the aggrieved person is not satisfied with the disposition of a grievance at Step Three, within twenty (20) working days of the disposition at that step, the grievant and the Association shall present written notice to the Dean, Human Resources, of an intention to submit the grievance to arbitration. The arbitrator shall be selected from a panel requested from the Public Employment Relations Commission (PERC) by the parties in accordance with the procedures of the Commission.

18.5 The arbitrator shall hear only the issues that are submitted and shall be limited within terms and conditions of this **Agreement** and furthermore, shall be without authority or power to render any decision which required the commission or an act prohibited by law or which requires the violation of this Agreement and shall not modify, add to, or subtract from any provision of this Agreement.

18.6 The decision of the arbitrator shall be served simultaneously upon the parties not later than thirty (30) days from the date of the hearing, or, if oral hearings have been waived, then from the mutually agreed upon date when the final statements and proofs on the issues are submitted to the arbitrator. The decision of the arbitrator shall be binding.

18.7 The fees and costs incurred in connection with arbitration, including the services of the arbitrator, per diem expenses of the arbitrator, if any, and actual and necessary travel, subsistence expenses and costs of the hearing room shall be shared equally by the College and the Association.

18.8 If, in the judgment of the Association, a grievance affects a group or class of Non-Academic Staff Members, the Association may submit such grievance in writing to the Dean, Human Resources directly and the next step will be the President's level. The Association may process such a grievance through all steps of the grievance procedure even though the aggrieved person does not wish to do so.

39.

18.9 The parties agree that there shall be no reprisals against an individual grievant.

18.10 The parties agree that a grievance hearing shall be in private.

18.11 If the College fails to respond within any of the time limits set forth in the grievance procedure, the employee may proceed to the next step. All time limits shall continue to run. If the employee wishes to pursue the grievance, the employee must proceed in a timely manner throughout the steps.

40.

ARTICLE 19 - WAGE AND CLASSIFICATION

19.1 The following WAGE AND CLASSIFICATION SCHEDULE shall be in effect.

BANDS TITLE

N1

COMMON SERVICES CLERK
FOOD SERVICE STAFF
MAINTENANCE STAFF
MEDIA STAFF
OFFICE CLERK
PRINT SHOP STAFF
VENDING STAFF

N2

ACCOUNTING ASSISTANT
COMMON SERVICES ASSISTANT
COOK
LEAD CASHIER
LIBRARY ASSISTANT
MEDIA TECHNICIAN
OFFICE ASSISTANT
PRINT SHOP TECHNICIAN
STUDENT DEVELOPMENT
ASSISTANT
TESTING SERVICES TECHNICIAN

N3

ASSISTANT PRODUCTION CHEF
CATERING ASSISTANT
CHILD DEVELOPMENT ASSOCIATE
LAB TECHNICIAN/AUTO
LAB TECHNICIAN/CHEMISTRY
LEARNING CENTER ASSISTANT
SENIOR ACCOUNTING
ASSISTANT, BCD
SENIOR ACCOUNTING ASSISTANT,
COLLEGE STORE

SENIOR ACCOUNTS PAYABLE
 ASSISTANT, COLLEGE STORE
 SENIOR ASSISTANT, ACCOUNTS
 PAYABLE
 SENIOR ASSISTANT, ACCOUNTS
 RECEIVABLE
 SENIOR ASSISTANT, COUNSELING
 SENIOR ASSISTANT, LIBRARY
SENIOR ASSISTANT, MEDIA
 SENIOR ASSISTANT, PAYROLL
SENIOR ASSISTANT,
REGISTRATION-BCD
 SENIOR OFFICE ASSISTANT
 SENIOR TECHNICIAN,
 DESIGN/PRODUCTION
 SENIOR TECHNICIAN,
 MAINTENANCE
SENIOR TECHNICIAN, MEDIA
SENIOR TECHNICIAN, PRINT
SHOP
SENIOR TECHNICIAN, VENDING
SERVICES

N4

ACCOUNT SPECIALIST
 ASSOCIATE, (DEPT.)
ASSOCIATE, COMMUNITY SERVICES
 ASSOCIATE, LIBRARY
 ASSOCIATE, PAYROLL
 ASSOCIATE, STUDENT DEVELOPMENT
 ASSOCIATE, STUDENT LIFE
 CHILD DEVELOPMENT SPECIALIST
ENROLLMENT SPECIALIST
FINANCIAL AID SPECIALIST
 OPERATING ENGINEER
PRINT SHOP SPECIALIST
RESEARCH SPECIALIST
 SENIOR SPECIALIST, ELECTRICAL
SENIOR SPECIALIST, FACILITIES
 SENIOR SPECIALIST, HVAC
 SENIOR SPECIALIST, LOCKSMITH
 SENIOR SPECIALIST, PRODUCTION
 SENIOR SPECIALIST, TELECOMMUNICATIONS
 STAGE TECHNICIAN
TECHNICAL SUPPORT SPECIALIST
TEXTBOOK SPECIALIST

N5

A.B.E. SPECIALIST

LEARNING ASSISTANT

42.

19.2 The following are minimum and maximum rates.

a. Effective July 1, 2002	Minimums	Maximums	Hourly
N5	\$27,746	\$53,992	\$14.23
N4	\$25,283	\$50,051	\$12.97
N3	\$20,802	\$46,114	\$ 10.67
N2	\$18,785	\$42,174	\$ 9.64
N1	\$17,051	\$38,235	\$ 8.75

b. Effective July 1, 2003	Minimums	Maximums	Hourly
N5	\$ 29,078	\$ 56,427	\$14.92
N4	\$26,512	\$52,320	\$13.60
N3	\$21,843	\$48,217	\$ 11.21
N2	\$19,741	\$44,112	\$ 10.13
N1	\$17,934	\$40,008	\$ 9.20

c. Effective July 1, 2004	Minimums	Maximums	Hourly
N5	\$30,242	\$58,684	\$15.51
N4	\$27,572	\$54,413	\$14.14
N3	\$22,717	\$50,146	\$11.65
N2	\$20,531	\$45,876	\$10.53
N1	\$18,652	\$41,608	\$ 9.57

19.3 Wage ranges as established above shall be effective for the duration of this Agreement.

19.4 No wage shall be adjusted beyond the **band** maximum for the title for the duration of this

Agreement nor shall the wage of any regular full-time employee be reduced because of reclassification of a title.

19.5 Any regular employee whose job title is reclassified to a higher **band**, upon the effective date of the reclassification, shall be paid the minimum of the higher **band** or a five percent (5%) increase **for each band**, whichever is higher, provided that such increase does not exceed the maximum of the higher pay **band**.

43.

19.6 Any employee may appeal his/her classification in the event the job has been meaningfully altered. Appeals of classification assignments shall be subject to the Grievance Procedure in the event the parties are unable to resolve the question raised by individual appeals. However, should such a matter be processed to binding arbitration, then the arbitrator's authority shall be limited to a determination of whether the College has properly applied the currently used classification system. The arbitrator shall have no authority whatsoever to add to, subtract from, or in any other way modify its terms. That is, the arbitrator shall have no authority to modify the structure of said Plan.

19.7 The hourly rate for Learning Assistants in the Weekend College shall be seventeen dollars and fifty cents (\$17.50) per hour effective 7/1/99.

19.8 Employees assigned to the Power Plant who possess a Black Seal, and those who possess comparable licensing for plumbing and/or electrical trades related to job function will receive \$1,000 stipend per year, not added to base, prorated if appropriate. Payment shall be made retroactively on a semi-annual basis on or about December 31 and June 30.

44.

ARTICLE 20 - WAGE PROGRESSION

20.1 Subject to applicable maximums, the full-time employee salary increases for an employee in a pay receiving status on the preceding June 30 (except as stipulated in Article 14.6 I, J, K) shall be as follows:

Effective July 1, **2002 \$511 + 4.2%**

Effective July 1, **2003 \$160 + 4.2%**

Effective July 1, **2004 4.0%**

Minimums and Maximums to increase as above.

20.2 On June 30th of the final year of each three (3) year collective bargaining agreement, employees who achieve 10 years or more of continuous service to the College shall receive a one-time payment, not **added to** base, of \$200; employees who achieve 15 years or more of continuous service to the College shall receive a one-time payment, not **added to** base, of \$250; employees who achieve 20 years or more of continuous service to the College shall receive a one-time payment, not **added to** base,

of \$300. It is understood that these payments are not cumulative; in other words, employees shall be entitled to either \$200, \$250 or \$300. These payments shall be pro-rated for part-time employees.

45.

ARTICLE 21- PATENT AND COPYRIGHT POLICY

21.1 All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, software and the like) and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, (including any books, teaching aids, software development or equipment written, developed or designed by any staff member in conjunction with his or her job assignments,) with any extended time or assigned project authorized or directed by the College, or written, developed or designed prior to becoming a member of the College staff. Such property rights shall, subject to paragraph 21.3 hereof, include:

A. The right to publish for private profit and the right to copyright any book, manual, software, or printed official materials, and

B. The right to negotiate privately with any person, firm, or corporation for the manufacture of any equipment or teaching aid and the right to acquire any patent rights which may be obtainable thereon.

21.2 The property rights and joint projects of staff members undertaken either as part of a job assignment, released time, assigned projects, or on their own time, shall be shared by the participants in such manner as they shall agree in writing.

21.3 Notwithstanding the property rights of any staff member or members in any books published, teaching aid developed, software, or equipment designed by said member or members, Brookdale Community College shall, to the extent of that project or program, have a joint property right therein. Said joint property rights shall entitle the College to use or purchase said book, software, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as Brookdale Community College has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the College paid for that part of the project or program which resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for a like amount of time at the part-time rate for his/her particular salary category and such other costs as may be involved in the project.

46.

Once reimbursement for such extended or released time has been made, any joint property rights of the College shall cease, and all royalties, **commissions**, or pecuniary profit thereafter earned by the sale of said book, teaching aid, or equipment to any purchaser thereof shall belong exclusively to the staff member or members.

21.4 The College shall have non-transferable rights, in perpetuity,

to unrestricted use within the **College** of all inventions, discoveries or writing made or authored by members of the staff while employed by the College.

Further the College shall have the right to use all non-patented and non-copyrighted inventions, discoveries or writings in program exchanges with other non-profit institutions so long as aforesaid exchanges are of a non-commercial nature and do not involve exchange of cash and/or other **gratuities**.

21.5 Electronic and distance learning materials and teaching aids developed as part of a staff member's primary job responsibilities will be included in this Article.

21.6 A staff member, by accepting employment with the College, hereby agrees to give the College the joint property right herein above described.

47.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 This agreement shall be effective July 1, **2002** and shall continue in effect until June 30, **2005**.

22.2 During the period of this Agreement, the College agrees that there shall be no lockout, or the equivalent, of members of the Association. The Association and its members agree there shall be no strike, or the equivalent, it being the desire of both parties to provide uninterrupted and continuous service to the students and public.

22.3 Should an unauthorized strike or equivalent action by the members of the Association occur, the Association shall instruct its members to return to work immediately. If they do not report, the members who are involved in the action shall be docked an amount equal to a full day's salary for each day, or part **thereof**, if they fail to comply and withhold services.

22.4 The College agrees that it shall not bring any damage against the Association and its Officers for any unauthorized strike or equivalent action, provided there is evidence of a good faith effort on the part of the Association leadership to immediately direct the striking members to return to work.

48.

IN WITNESS HEREOF, the parties hereto have caused these present to be signed by their duly authorized officers on the 13th day of March, 2002.

**BOARD OF TRUSTEES
BROOKDALE COMMUNITY COLLEGE**

Dr. Donald Warner, Chair

Attest:

Secretary:

NON-ACADEMIC STAFF ASSOCIATION

Geraldine Young/l.s, President

Attest:

Chief Negotiator

49.

APPENDIX A

BROOKDALE COMMUNITY COLLEGE

NASA/CONFIDENTIAL EMPLOYEE PERFORMANCE REVIEW FORM

The purpose of this form is to provide a written record for the employee and his/her supervisor. Supervisors are urged to be frank in their evaluation for the benefit of the employee and for the accuracy of the appraisal record.

Name:	Date:
Title:	Dept.

Section I. Individual Criteria *Please check the appropriate evaluation for each of the following criteria.*

Criteria	Does Not Meet Standards	Meets Standards	Exceeds Standards
1. Job Skills and Knowledge of Work			
2. Quality, Follow-up and Control of Work	_____	_____	_____
3. Cooperation, Teamwork and Interpersonal Relationships	_____	_____	_____
4. Planning and Flexibility			
5. Dependability - Attendance, Leaves and Punctuality	_____	_____	_____

6. Safety, Housekeeping and Care of

Equipment

_____	_____	_____
_____	_____	_____
_____	_____	_____

Section II. Comments on Overall Performance (To be completed by the supervisor) *Comment on the employee's strengths and weaknesses and give specific examples wherever possible. Provide recommendations for continuing training, development and improvement. Factors that you should consider are those criteria listed in Section I.*

Overall Evaluation:

_____ Does Not Meet Standards	_____ Meets Standards	_____ Exceeds Standards
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50.

Employee Comments - *Optional. Employees may comment on the evaluation if they choose to do so.*

Employee Signature:	Date:
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Note: *Your signature only indicates that you have read and discussed the appraisal with your supervisor.*

Supervisor Signature:	Date:
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51.

The attributes or "criteria" that are described in the following pages are those characteristics that supervisors may focus on in their assessment of the performance of an employee.

1. Job Skills and Knowledge of Work

This element measures the skills and knowledge that are demonstrated by the employee to successfully complete the essential functions of the job. It measures the understanding of the job and the amount of supervision required for the employee to complete job tasks.

Does Not Meet Standards	Meets Standards	Exceeds Standards
Lacks job skills or knowledge to perform required essential job functions. Must be closely supervised and given frequent direction to accomplish tasks.	Demonstrates the job skills and knowledge required to perform the essential job functions. Normal supervision and assistance is required.	Very well informed on all aspects of the job. Displays competence and knowledge in all job requirements. Seldom needs help. Requires minimum supervision.

2. Quality, Follow-up and Control of Work

Quality, Follow-up and Control of Work measures the ability to produce quality output, meet deadlines and control the work in process. It measures the speed, accuracy, and consistency of work output that minimizes the need to rework and correction of errors. The control of work relates to the efficient use of time and resources (equipment) and is essential to productivity (completion of tasks in a timely and efficient manner).

Does Not Meet Standards	Meets Standards	Exceeds Standards
Fails to meet quality standards of the job. Lower output may impact others who must assume additional workload to meet department objectives. Makes frequent errors that require rework and excessive time and effort to correct. Poor work habits results in loss of productivity and control of workflow. Requires excessive supervision to ensure that work is completed and that it is correct.	Meets quality and production standards of the job. Output is consistent with department objectives and expectations. Quality of work is satisfactory with minimal errors. If errors are made, supervisors are promptly advised and corrective action is taken to minimize impact to the department and customers. Work efforts contribute to the overall success of the department. Normal	Exceeds quality and production standards in all aspects of the job. Quality of work is excellent with very few errors. Little or no corrective actions are required in the delivery of the work product. Self-starter who requires little supervision to accomplish tasks. Keeps supervisors informed of problems and suggests solutions based on experience and knowledge.

	supervision is required.	
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52.

3. Cooperativeness, Teamwork & Interpersonal Relationships

This criteria considers how well the employee gets along with other individuals in the performance of job duties. It measures the effectiveness of relationships with co-workers, supervisors and the college community. It measures the employee's courtesy, tact and cooperativeness in dealing with others. How well does the employee demonstrate teamwork? How often does the employee volunteer to help others when workload peaks fall on co-workers?

Does Not Meet Standards	Meets Standards	Exceeds Standards
<p>Little tact or courtesy in dealing with others. Fails to demonstrate teamwork or recognize the necessity of team efforts to accomplish department tasks. Little concern for customers or other employees of the college.</p>	<p>Cooperates with others to accomplish tasks and demonstrates team concept. Shows a high regard for customers and seeks to satisfy their needs. Helpful and cooperative in carrying out department tasks.</p>	<p>Seeks opportunities to help co-workers and customers solve problems. Demonstrates team cooperation in situations requiring a group effort to accomplish department tasks. Volunteers to help co-workers in peak workload situations. Always cooperative and willing to work with others to carry out department tasks.</p>

53.

4. Planning & Flexibility

Plans work to avoid quality and deadline problems. Uses time efficiently to avoid rushing to meet completion times and dates. Demonstrates flexibility in using new or different approaches to solve department problems. Willing to learn new processes and procedures or automated techniques to enhance department efficiency and productivity.

Does Not Meet Standards	Meets Standards	Exceeds Standards
<p>Does not plan work or pay</p>	<p>Uses time effectively and</p>	<p>Plans and schedules work to</p>

<p>attention to priorities. Slips deadlines and offers excuses to why work is not completed. Unwilling to try new methods or processes.</p>	<p>plans work to avoid missing deadlines. Completes work and assignments without supervisor having to remind employee of due dates. Willing to use new ideas, procedures and be trained to enhance efficiency.</p>	<p>be ahead of deadlines. Offers suggestions to help improve department efficiency. Seeks new methods and seeks opportunities to improve personal skills.</p>
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5. Dependability - Attendance, Leaves & Punctuality

Demonstrates the proper attitude for attendance and punctuality. Completes time exception reports accurately and promptly. Submits leave requests in accordance with College guidelines.

Does Not Meet Standards	Meets Standards	Exceeds Standards
<p>Unexplained absenteeism and/or tardiness. Fails to inform the supervisor of absences or lateness. Does not complete time exception reports in a timely or accurate manner.</p>	<p>Advises supervisor of all absences or lateness situations. Prepares and submits proper and timely time exception reports. Advises supervisor in advance of anticipated leaves.</p>	<p>Little or no unapproved leave or tardiness. Advises supervisor of all absences and prepares time exception reports on an accurate and timely basis. Plans and notifies supervisor in advance of personal days, vacation days, or leaves.</p>

54.

6. Safety, Housekeeping & Care of Equipment

This measures the concern of the employee for his/her own safety and the safety of others, the care and proper use of equipment and other assets of the College, and the maintenance of a safe work area.

Does Not Meet Standards	Meets Standards	Exceeds Standards
<p>Shows little concern for the safety of self or others. Ignores department safety procedures. Demonstrates lack of interest and initiative to keep work areas safe. Shows little concern for equipment and assets of the college. Uses college</p>	<p>Adheres to all departmental safety standards. Brings unsafe conditions to the attention of the supervisor. Keeps workplace in a safe and professional manner. Uses college equipment with care and consideration.</p>	<p>Offers recommendations to improve safety of conditions or work procedures. Anticipates problems and calls them to the supervisors attention. Keeps workplace in a clean, safe and professional manner. Uses college equipment with care.</p>

equipment without care or proper handling. Looses time due to excessive accidents and carelessness.	Advises supervisor of broken equipment or equipment in need of maintenance.	
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55.

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