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AGREEMENT

Board of Trustees of

Brookdale Community College and Brookdale Faculty Association

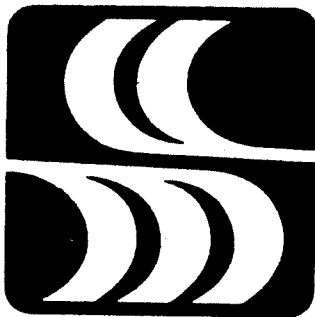
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AGREEMENT BETWEEN

BROOKDALE COMMUNITY COLLEGE

AND THE

BROOKDALE COMMUNITY COLLEGE

FACULTY ASSOCIATION

**Brookdale Community College
Newman Springs Road
Lincroft, New Jersey 07738
(201) 842-1900**

February 21, 1980

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TABLE OF CONTENTS

Preamble	5
Recognition	5
Negotiation of Successor Agreement	6
Board and Association Relationship	6
Academic Freedom	8
Patent and Copyright Policy	9
Grievance Procedure	11
Initial Appointment to Academic Rank	16
Promotion Procedure	17
Evaluation	18
Evaluation Schedule	21
Reappointment Notification Schedule	23
Functional Teams	27
Faculty Overload	28
Assigned Hours and Time Span	29
Grade Reports	29
Fringe Benefits and Leave Provisions	30
Payroll Deductions	37
Contracts	38
Part-Time Employment	40
Salary	41
Salary Progression	42
Non-Recurring Payment Program	43
Reduction in Force	43
Duration	44
Memorandum of Agreement	45

PREAMBLE

This Agreement, effective the 1st day of July, 1980 is made by and between the Board of Trustees of Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "Board," and the Brookdale Community College Faculty Association, hereinafter called the "Association."

ARTICLE I RECOGNITION

1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning terms and conditions for all full-time faculty members.

1.2 The term faculty member where used hereinafter in the Agreement shall refer to all personnel of the College who are employed under a full-time Academic Contract. References to faculty members shall be construed to include both male and female who are full-time employees.

1.3 Faculty members shall be recognized as those persons who have the responsibility to implement the educational instructional program of the College. Faculty members are those persons who perform any of the following functions:

- a.) preparation and utilization of instructional materials,**
- b.) counseling of students in the instructional program, and**
- c.) presentation of the instructional program.**

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

ARTICLE 3
BOARD AND ASSOCIATION RELATIONSHIP

3.1 The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

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

3.3 The Board retains the right to discipline or discharge

faculty members for just cause. Any such action asserted by the Board shall be subject to the Grievance Procedure within the limitations therein set forth.

3.4 The Board and the Association agree there shall be no discrimination, restraint, or coercion by either party against any employee because of membership in the Association or for refusal to join the Association.

3.5 The Board 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 start of this contract. Furthermore, upon similar request and approval, the Association shall be allowed the use of equipment of the College including typewriter, mimeographs, duplicating machines, calculators, and audio-visual equipment.

3.7 The Association agrees that its use of facilities and equipment 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 incident to approved use of facilities and equipment by its membership. The Association shall also pay for the uses of paper and supplies required by various duplicating or reproduction processes at costs determined by the College.

3.8 The Association shall have access to the campus 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 in each institute building the exclusive use of a bulletin board for the posting of legitimate Association business. The Association shall pay for the boards. Their location and design shall be worked out with the Physical Plant office.

3.10 The Board and the Association agree to share equally the full cost of reproducing not more than seven hundred (700) copies of this Agreement in the print shop of the College.

3.11 The current office space, including furniture and telephone assigned to the Association, will be maintained. Cost of telephone service will be borne by the Association.

ARTICLE 4 ACADEMIC FREEDOM

4.1 The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education:

- a.) Freedom in research and publication where these activities do not interfere with adequate performance of academic duties.
- b.) Freedom in the classroom to discuss controversial issues relating to a subject, with the knowledge that faculty members have an obligation to bear in

mind their unusual influence on the opinions and values of the students with whom they work.

c.) Retention of all faculty members' rights as citizens to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.

d.) The Association affirms its sensitivity to the impact which the teacher image exerts upon the public judgment of the profession and the College. To promote the interest of the profession and the College, the Association shall encourage that its members be accurate at all times as they represent the learnings of their disciplines and always show respect for the opinions of others while clearly imparting to all that a faculty member is neither an official nor institutional spokesman for the College.

ARTICLE 5

PATENT AND COPYRIGHT POLICY

5.1 All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, 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, or equipment written, developed or designed by any staff member in conjunction with his or her teaching assignment, with any extended or released 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 5.3 hereof, include:

a.) The right to publish for private profit and the right to copyright any book, manual, 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.

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

5.3 Notwithstanding the property rights of any staff member or members in any books, teaching aids, or equipment published, developed, or designed by said staff member or members, Brookdale Community College shall, to the extent that said book, teaching aid, or equipment was written or designed in connection with an extended or released time project or program, have a joint property right therein.

Said joint property rights shall entitle the College to use or purchase said book, 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 particular salary category and such other costs as may be involved in the project.

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.

5.4 The College shall have non-transferable rights, in perpetuity, to unrestricted use within the College of all inventions, discoveries or writings made or authored by members of the staff or faculty while under contract to 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 exchange is of a non-commercial nature and not involving exchange of cash and/or other gratuities.

5.5 A staff member, by executing an employment contract with the College, hereby agrees to give the College the joint property right hereinabove described.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 A grievance is a claim by a faculty member or the Association regarding:

- a.) An evaluation of the employee;
- b.) A disagreement regarding salary increment such

as less than normal increment or failure to receive a promotion (if such promotion is available) where the employee feels he/she has earned such promotion;

c.) Work assigned;

d.) Any violation of the Board of Trustees approved terms and conditions specifically referred to in an agreement with a recognized employee association, or in the case of an academic employee, his/her specific contract;

e.) Any violation of College Policies, Regulations, or Procedures if, as a result of such violation, the employee can show where he/she has been personally grieved.

6.2 No reprisal of any kind will be taken against any employee for participating in the Employee Grievance Process. Any grievance form and/or supportive documents submitted during the time a grievance is in process will not become part of his/her official personnel file. Such forms and/or documents will be kept in a separate grievance file and only the Officers of the College and the Director of College Personnel Services will have access to these files.

6.3 The employee grievance process will include both informal and formal steps regarding grievance, which will afford the employee an informal hearing before his/her Learning Center Chairperson or immediate supervisor and a formal hearing before the Vice President, Educational Services (Step 1), and the President of the College (Step 2). At no time, however, will the grievant be allowed to go to the formal stage without complying with the informal step, and all steps in the formal stage must be followed in order. The Association may be involved at the informal

level but must be involved in all formal steps.

6.4 An employee who believes he/she has a grievance must submit a written grievance (Form PE-33) within thirty (30) working days from the time the employee knew or should have known of its occurrence. Failure to comply within the time limits as specified above or as indicated below, will, if failure on the part of the grievant, disallow the grievance, or if failure on the part of the administrators, allow the grievance to proceed to the next step. Notification will be given to grievant.

a.) The grievant will lodge his/her Grievance with the person hearing the next step of the formal stage within the following number of working days:

1.) Step 1 (Vice President, Educational Services) – thirty (30) working days;

2.) Step 2 (President) – five (5) working days;

b.) The person hearing the step of the formal stage will set the hearing within the following number of working days of the receipt of the Grievance or Notice of Appeal;

1.) Step 1 (Vice President, Educational Services) – five (5) working days;

2.) Step 2 (President) – five (5) working days

c.) Disposition of the Grievance will be made within the following number of working days after the hearing:

1.) Step 1 (Vice President, Educational Services) – three (3) working days;

2.) Step 2 (President) – three (3) working days

It will be the responsibility of the grievant to verify to the person hearing the grievance, receipt or non-receipt of the form scheduling him/her for a hearing in all steps of the grievance process. Such verifi-

cation must be made prior to 12:00 noon of the fourth (4th) working day after the Grievance or Notice of Appeal has been lodged in each step of the process. The time limits specified may, however, be extended by mutual agreement.

6.5 If at any step the grievance is allowed, the person who allowed the grievance will refer its ruling to the person who was involved in Step I of the Formal Stage of the Grievance Process, directing that action be taken, with a recommendation of the corrective action to be taken within a specified time.

6.6 Arbitration

a.) If the aggrieved person is not satisfied with the disposition of his/her grievance by the President and the grievance is based upon a violation of the contract between the Board of Trustees and the Association, he/she may request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

b.) The Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c.) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final state-

ments and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties. d.) The following shall not be submissable to arbitration:

The failure or refusal of the Board to renew the contract of an employee not under tenure; instances in which charges have been brought against an employee claiming tenure pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10 et seq.); failure to receive a promotion.

e.) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6.7 Any aggrieved person may be represented at all stages of the grievance procedure by him or herself, or, at his/her option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6.8 If, in the judgment of the Association, a grievance affects a group class of faculty members, the Association

may submit such grievance in writing to the President directly and the processing of such grievance shall be commenced at Step Two. 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.

6.9 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 7

INITIAL APPOINTMENT TO ACADEMIC RANK

7.1 The guidelines for initial appointment to academic rank currently in effect will continue in effect. These are:

- a.) Instructor: Master's Degree in subject field; or Bachelor's Degree plus at least three (3) years' experience in related career education field.
- b.) Assistant Professor: Master's Degree in subject field, plus five (5) years of professional experience; or Bachelor's Degree, plus at least three (3) years' experience in related career education field and five (5) years' teaching experience; or Bachelor's Degree, plus at least ten (10) years' experience in related career education field.
- c.) Associate Professor: Master's Degree in subject field plus nine (9) years of professional experience; or Master's Degree in subject field and thirty (30) semester hours of relevant graduate work beyond the Master's Degree and six (6) years' professional experience; or Bachelor's Degree, plus three (3) years' experience in related career education field and ten (10) years' teaching experience; or Bache-

lor's Degree, plus twelve (12) years' experience in related career education field and four (4) years' teaching experience.

d.) Professor: Appointment shall be based on exceptional qualifications and demonstrated instructional leadership.

7.2 For Student Development Specialists and Media Specialists, relevant experience is equated to teaching. Master's Degree is normally required for Student Development Specialists, Media Specialists, and faculty teaching in college and university parallel programs. Less than a Master's Degree may be allowed for teaching in career education programs.

ARTICLE 8

PROMOTION PROCEDURE

8.1 Applications for promotion may be submitted by a member of the unit on or before November 15 each year.

8.2 The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in ARTICLE 7 shall be minimal requirements for promotion.

8.3 In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the faculty, work or services performed for the Institution beyond assigned duties, professional status, growth and development, and in community service.

8.4 The Institute Evaluation Committee shall review credentials and make recommendations for promotion.

8.5 The full list of those being recommended for promotion shall be passed by the Committee to the Institute Dean on or before March 15. The Institute Dean may append comments concerning the individuals on the list, and he/she then shall pass the list to the President on or before March 31.

8.6 The President will review the recommendations and submit a list to the Board. Any faculty member applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

8.7 The Institute Evaluation Committee shall consist of one tenured teaching faculty member from each team within the Institute and include the faculty member's team leader. The Committee shall be appointed by the Institute Dean on or before November 1.

8.8 Faculty members receiving promotions in rank shall receive an additional five percent (5%) in their annual base salary.

8.9 Pursuant to side-bar letter of understanding, a joint committee will be established and shall function in accordance with the provisions of said side-bar Agreement.

ARTICLE 9 EVALUATION

9.1 Purposes of Evaluation

A.) The primary purpose of evaluation is to improve the quality of the learning environment at Brookdale, as well as to make an assessment of an employee's contribution to the improvement of this environment so that the

employee may grow and develop as a manager of the learning process.

B.) To this end, the evaluation process will identify an employee's strengths and weaknesses as a learning manager throughout the year, and on a continuing basis, and assist the employee in correcting any weakness. To facilitate a continuing effort toward the improvement of instruction, the evaluation process will:

- 1.) Be based on criteria consistent with the philosophy of the College and mutually understood.
- 2.) Include written evaluations at specified times during each year and also will include a personal interview on each written evaluation.
- 3.) Include data which are submitted to the appropriate supervisor for inclusion in each written evaluation.
- 4.) Identify weakness in writing and make recommendations for improvement.
- 5.) Include no written evaluations that have not been submitted to the employee in writing in a personal conference.

C.) Evaluations provide the primary basis upon which recommendations as to retention, promotions, annual salary adjustments, and/or merit awards are made.

9.2 Frequency of Evaluation

A.) Each member of the staff will be evaluated in writing according to the Evaluation Schedule hereinafter contained. Each faculty member will receive a copy of all evaluations given. The evaluations will be placed in the individual's personnel file. Provision shall be made for the attachment of comments by the faculty member to each evaluation.

B.) Nothing in this article will preclude full-time instructional personnel from requesting and receiving additional

evaluations throughout an academic year, including peer and student evaluation(s).

9.3 Basis for Evaluation

A.) Evaluations will be based on observable behavior of the individual being evaluated.

B.) The observable behavior and productivity to be measured will be directly related to assigned performance objectives. Performance objectives will be prepared by the faculty member in concert with the team and are subject to the approval of the Dean or Learning Center Chairperson. The Dean may assign performance objectives to the team. Any modifications of the objectives assigned after the beginning of a College term will be made in concert with the team before they become effective. In addition, these modifications must relate to the staff member's academic training and/ or competencies.

C.) Evaluations will be recorded on forms designed for such purpose (PE 14, PE 47, and PE 48) and will be filed as part of the personnel records of the individual being evaluated.

9.4 Responsibility for Evaluations

A.) Teaching Faculty

1.) Learning Center Chairpersons will be responsible for conducting and writing evaluations. Following review of the evaluation by the Institute Dean, Learning Center Chairpersons will conduct individual interviews with members of their learning center.

2.) Institute Deans have final authority and responsibility for the recommendations that are made on the evaluation of all personnel in their respective Institutes. Accordingly, Institute Deans may conduct additional evaluations as they deem

2.) Individuals Initially Appointed After the Beginning of the Fall Term

- a.) Evaluation #1 by Institute Dean and/or other appropriate supervisor Prior to 2/1
- b.) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services by Institute Dean, Dean, and/or other appropriate supervisor 2/15
- c.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services 2/15 to 3/1
- d.) Performance evaluation #2 by Institute Dean, Dean, and/or other appropriate supervisor 3/1 to 6/15

B.) OTHER NON-TENURED FACULTY: DATES DUE:

1.) Individuals Initially Appointed Prior to the Beginning of the Fall Term

- a.) Evaluation #1 by Institute Dean and/or other appropriate supervisor Prior to 2/1
- b.) Unsatisfactory evaluation from evaluation #1 to the Vice President, Educational Services, by Institute Dean, and/or other appropriate supervisor 2/15
- c.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President of Educational Services 2/15 to 3/1
- d.) Evaluation #2 by Institute Dean, Dean, and/or other appropriate supervisor 2/1 to 6/15

2.) Individuals Initially Appointed After the Beginning of the Fall Term

- a.) If initial contract begins during Fall Term, the employee will be evaluated twice. First evaluation

will be done by Institute Dean, Dean, and/or other appropriate supervisor by 2/1 and other schedule dates for evaluation will conform to B.1 above.

b.) If initial contract begins after close of Fall Term, the employee will be evaluated once that first year and any unsatisfactory evaluation will be submitted to the Vice President, Educational Services, by the Institute Dean, Dean, and/or other appropriate supervisor Prior to 3/1

C. TENURED FACULTY: DATES DUE:

- 1.) Evaluation by Institute Dean and/or other appropriate supervisor Prior to 2/21
- 2.) Unsatisfactory evaluation to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor 2/21
- 3.) If evaluation is unsatisfactory, an additional evaluation will be made by the Vice President, Educational Services. 2/21 to 3/1

**ARTICLE 11
REAPPOINTMENT NOTIFICATION SCHEDULE**

In all instances where a specified date in the reappointment notification schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail. The following time schedule for reappointment notification will apply:

**A.) CONTRACT ADMINISTRATION
FOR TENURE CANDIDATES: DATES DUE:**

- 1.) Non-Renewal of Contracts for Individuals Initially Appointed Prior to the Beginning of the Fall Term

- a.) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee 12/15
- b.) Decision of the President and letter of notification to the employee 2/1

2.) Non-Renewal of Contracts for Individuals Initially Appointed After the Beginning of the Fall Term

- a.) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee 3/1
- b.) Decision of the President and letter of notification to the employee 4/1

3.) Renewal of Contracts

- a.) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, and/or other appropriate supervisor 3/15
- b.) Recommendation for contract to the President by the Vice President, Educational Services, and copy to employee. 3/22
- c.) Decision of the President and letter of notification to employee First week of April
- d.) Recommendation of the President to Board of Trustees April Board Meeting
- e.) Contract mailed to employee Day after Board Meeting
- f.) Contract due to be returned by employee. 5/15

B.) CONTRACT ADMINISTRATION FOR OTHER NON-TENURED FACULTY:

DATES DUE:

1.) Individuals Initially Appointed Prior to Beginning of

Fall Term

a.) Non-Renewal of Contracts

(1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to the employee.3/1

(2) Decision of the President and letter of notification to employee4/1

b.) Renewal of Contracts

(1) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor3/15

(2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee3/22

(3) Decision of the President and letter of notification to employee First week of April

(4) Recommendation of the President to the Board of Trustees.April Board Meeting

(5) Contract mailed to employee. . . Day after Board Meeting

(6) Contract due to be returned by employee.5/15

2.) Individuals Initially Appointed After Beginning of Fall Term (Schedule for First Contract Year Only)

a.) Non-Renewal of Contracts

(1) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee.6/1

(2) Decision of the President and letter of notification to the employee.6/30

b.) Renewal of Contracts

(1) Recommendation for Contract to the Vice President, Educational Services, by Institute

- Dean, Dean, and/or other appropriate supervisor 6/22
- (2) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee 6/25
- (3) Decision of the President and letter of notification to employee First week of July
- (4) Recommendation of the President to the Board of Trustees. July Board Meeting
- (5) Contract mailed to employee. . . Day after Board Meeting
- (6) Contract due to be returned by employee. 7/31

C.) CONTRACT ADMINISTRATION

FOR TENURED FACULTY: DATES DUE:

1.) Non-Renewal of Contracts

- a.) Recommendation for non-renewal to the President by the Vice President, Educational Services, and copy to employee 3/1
- b.) Decision of the President and letter of notification to employee 4/1
- c.) Recommendation of the President to the Board of Trustees. April Board Meeting

2.) Renewal of Contracts

- a.) Recommendation for Contract to the Vice President, Educational Services, by Institute Dean, Dean, and/or other appropriate supervisor. . . 3/15
- b.) Recommendation for Contract to the President by the Vice President, Educational Services, and copy to employee. 3/22
- c.) Decision of President and letter of notification to employee First Week in April

- d.) Recommendation of the President to the Board of Trustees. April Board Meeting
- e.) Contract mailed to employee Day after Board Meeting
- f.) Contract due to be returned by employee. 5/15

ARTICLE 12
FUNCTIONAL TEAMS

12.1 Inasmuch as Functional Teams constitute a major ingredient toward carrying out the philosophy and missions of Brookdale, the College and the Association shall exert every effort to ensure the preservation and increased influence of the Teams in carrying out the instructional mission of the College. These Teams, consisting of Team Leaders and Team Members, are responsible to the Institute Dean for developing and implementing curriculum of the courses assigned to the Team and for developing and implementing instructional strategies and methods with the approval of the Dean.

a.) The Team Leaders shall be appointed annually by the Institute Dean after an opportunity for input as to the Team Leader has been given to the Team Members. Any faculty member shall have the right to refuse such appointment. Failure to appoint or reappoint the Team Leader or not to appoint a Team Leader shall not be subject to the grievance procedure.

b.) Recommendations of the Team which may be under the coordination of the Team Leader are subject to the approval of the Institute Dean (whose approval or failure to approve shall not be subject to the grievance procedure) and shall be as

follows:

- 1.) Plan course offerings of the Team
- 2.) Schedule the course offerings
- 3.) Assign Team members
- 4.) Determine the type of instruction of the Team
- 5.) Develop the curriculum of the courses offered
- 6.) Develop budget requirements
- 7.) Make final determination of budget item after budget approval
- 8.) Develop new programs
- 9.) Implement new programs
- 10.) Other duties which are part of the normal functional concept of the Team
- 11.) Develop performance objectives of the Team and members of the Team

ARTICLE 13

FACULTY OVERLOAD

13.1 In a regular term of 75 days, when the total load for the team divided by the number of full-time equated faculty (excluding paraprofessionals) exceeds four hundred fifty (450) Student Credit Hours, overload shall be paid at nine dollars (\$9.00) per credit hour per full-time equated faculty member.

13.2 In a short term of 30 days, overload shall be paid at nine dollars (\$9.00) per credit hour when the Student Credit Hour average as computed above exceeds two hundred twenty-five (225).

13.3 Determination of Student Credit Hours (S.C.H.) Load:

The S.C.H. load shall be determined by multiplying the total number of students enrolled in a course for any length of time during a given term by the number of credit hours of the course. This is to include students passing the course by examination only and deferred credit students, but not including students who drop the course and either transfer without cost to another course or obtain a full refund. The total S.C.H. for courses assigned to a team divided by the members of the team in the unit will be the basis for determining the S.C.H. per team member. Student Development Specialists, Media Specialists and other faculty members not directly involved with the presentation and evaluation of learning experiences shall not be included as members of the team for the purposes of computing load.

ARTICLE 14

ASSIGNED HOURS AND TIME SPAN

14.1 The College Working Day shall not begin before 7:30 a.m. or end later than 10:30 p.m. Monday through Friday.

14.2 The time assigned by the team as teaching responsibilities shall be within a span of eight (8) hours a day from start to finish except where the individual faculty member may voluntarily agree otherwise.

ARTICLE 15

GRADE REPORTS

15.1 Faculty members shall have the right and the responsibility to determine course grades and other evaluations of student progress and achievement within the grading policies of the College and based upon profession-

al judgment of available criteria pertinent to any given subject area or activity in which an individual faculty member is nominally expert and responsible. No grade or evaluation shall be changed by any person unless the proposed change has been first reviewed with the Team which shall not assume liability for any change which is not approved by the Team.

15.2 Grade reports shall be submitted within the eight (8) calendar day period immediately following the close of the College on the last day of a term.

15.3 Grades shall not be reported any more frequently than every six (6) weeks unless the duration of the course requires, however change of credit reports from DCR status to any credit grade shall be delivered to the Admissions Office or the Dean's office within eight (8) days from the date on which the student's work is handed in to the faculty member.

ARTICLE 16 FRINGE BENEFITS AND LEAVE PROVISIONS

16.1 The Board of Trustees recognizes the desirability of encouraging self-development of the individual. To promote and encourage employees of Brookdale Community College to further their education, full-time employees of the College and their immediate families (spouse and children) shall be permitted to take up to six (6) credit hours of College work at Brookdale Community College each term for which tuition shall be waived, provided that the minimum enrollment of the course has been met, and provided that at all times tuition students shall have priority of enrollment in any course. These courses shall be pursued without interference with the employee's

regular work schedule.

16.2 The College shall reimburse faculty members' tuition for courses relevant to their teaching, successfully completed at the graduate school of their choice. The maximum reimbursement shall be for six (6) credit hours or two courses per year. The tuition shall be reimbursed at the rate of the cost of courses at Rutgers. The relevance shall be determined by the President upon recommendation of the Institute Dean and/or the Vice President of Educational Services.

16.3 Whenever a faculty member is required to travel from one College approved assignment to another in the discharge of instructional or professional duties, and such travel requires the use of a personal vehicle travel reimbursement will be made at the rate of fifteen (15) cents per mile.

16.4 INSURANCE

The employee insurance program shall include the following:

A.) Hospitalization — Blue Cross/Blue Shield premium group package for employee and eligible dependents, plus Rider J. Eligibility Date: First day of a month after three (3) months of employment.

B.) Major Medical Insurance — \$20,000 maximum; available to employees and eligible dependents. Eligibility Date: First day of a month after three (3) months of employment.

C.) Short-Term Disability — Compensation of 70% weekly salary, to a maximum of \$250 per week for 26 weeks. Eligibility Date: 15th day of disability.

16.5 LEAVES OF ABSENCE

Full-time employees may be granted leaves of absence according to the following provisions. In certain instances, a leave of absence must be requested, in writing, by the employee on a form provided for this purpose.

A.) Leaves with Pay

1.) Personal Days – Employees may, with the consent of their supervisor, take up to and including five (5) days off per academic year to accomplish personal activities that cannot be taken care of during times and/or days when the employee is obligated to be at the College. Eligibility begins on employment for academic employees. Personal days are not cumulative from year to year.

2.) Sick Leave – Employees will accrue sick leave at the rate of one and one-quarter (1¼) days per month worked and may accumulate days without a maximum. The College may require a physician's report whenever an employee takes sick leave. Eligibility begins on employment.

3.) Bereavement Leave – Employees may receive three (3) working days for death in their immediate family (parents, siblings, spouse, children, foster children, step-parents, step-children, parents of spouse, grandparents, or any relative living in the immediate household.) Additional days, if needed, may be charged to sick leave and/or personal days. An employee may have one working day off for the death of any other relative not specifically referred to above and if additional time is needed, he may have this time charged against personal days. Eligibility begins upon employment.

4.) Jury Duty – Employees who are required to serve as a juror will receive their regular salary, but they are required to submit all monies received as

compensation for being a juror to the College, immediately upon returning to work or upon receiving juror compensation. Eligibility begins upon employment.

5.) Military Reserve or National Guard – Any full-time faculty member 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. 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 faculty member while in the continuous employment of the College.

6.) Armed Forces – A full-time faculty member 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 faculty member will be entitled to re-employment in the same position or an equivalent at the salary and seniority that would have been attained had not there been a draft or recall, providing that:

- a.) The returning faculty member presents a certificate of satisfactory completion of military service, and
- b.) Application for re-instatement has been made within ninety (90) days of the discharge or release from military service or from hospitalization continuing after discharge or release for a period of not more than one (1) year, and
- c.) Provided the faculty member is fully able to

perform the duties of the former position.

7.) Sabbatical Leave – The Board recognizes the value that can accrue to the College from staff participation in advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor afforded by a program of sabbatical leave. To secure these benefits for the College, the Board agrees to institute a sabbatical leave program subject to the following conditions:

- a.) Eligibility shall be restricted to faculty members who have completed seven (7) consecutive years of full-time service as a faculty member at the College since beginning that service or since the last period of sabbatical leave.
- b.) Application for sabbatical leave shall be made by letter addressed to the Institute Dean or Officer of the College, as may be appropriate, not later than December 15 of the academic year prior to the time of the anticipated leave.
- c.) Letters of application shall state the intended purpose of the sabbatical leave from among the following approved purposes: advanced study, related work experience, educational travel, research, and other forms of scholarly or creative endeavor.
- d.) Letters of application shall be judged by the Institute Dean or Officer of the College, as may be appropriate, to determine the benefits which shall accrue to individual requesting the sabbatical leave and the College community.
- e.) Letters of application shall be forwarded along with recommendations by the Institute

Dean or Officer of the College, as may be appropriate, to the Professional Standards Committee for review. The Committee shall recommend its choices to the President of the College not later than February 15.

f.) The President of the College shall grant sabbatical leaves so that not more than five per cent (5%) of the total faculty shall be on sabbatical leave status at any given time. Furthermore, not more than five per cent (5%) from each Institute and not more than one (1) individual from each functional team shall be on sabbatical leave status at any given time.

g.) The President of the College shall advise those faculty members whom he shall recommend to the Board for approval not later than March 15. Such recommendations shall be made to the Board for consideration at the regular March public meeting.

h.) Sabbatical leave may be granted for one (1) full contract year or one-half ($\frac{1}{2}$) contract year. The contract year for the sabbatical leave shall be limited to the length of the employment contract of the year in which the sabbatical leave is approved.

i.) Salary shall be paid to faculty members while on approved sabbatical leave on a prorated basis for the duration of the leave according to this schedule:

(1) 1) Full pay for half of the contract year. In the event this schedule is selected, the remaining portion of the year during which the faculty works shall include one (1) regular length term.

2) One-half ($\frac{1}{2}$) pay for the full contract year.

j.) All fringe benefits in effect at the time of

commencing upon sabbatical leave shall continue in force during the period of approved leave.

k.) If a faculty member shall not complete one academic year of service after returning from sabbatical leave, the College shall require the return of all monies paid to the faculty member during the sabbatical 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 effected upon entering any period of sabbatical leave.

l.) A report detailing the accomplishments of the Sabbatical Leave will be filed with the Dean to whom the faculty member reports upon return from Sabbatical Leave.

B.) Leaves Without Pay

1.) Maternity Leave — A tenured faculty member shall be entitled to maternity leave of up to one year, without pay, commencing on the date specified by the attending physician. The leave may be extended by application of the member to the President of the College and with the approval of the Board of Trustees. Salary step credit shall be given up to a maximum of one year. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and the rules and regulations established by the appropriate State departments. A nontenured member shall be entitled to a maximum of nine (9) continuous weeks of maternity leave, without pay, upon application to the President of the College and with approval of the Board of Trustees. No leave may extend beyond

the member's contract year. Upon reappointment, any remaining portion of the nine (9) weeks not used at the contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the period of maternity leave in conformity with the law and rules and regulations established by the appropriate State Departments. Members may elect to use sick leave in any combination with maternity leave.

2.) Special Purpose Leave – Tenured employees may be granted leaves of absence up to one year upon the approval of the President.

a.) An employee will be guaranteed an equivalent position with at least the same salary at which he left.

b.) No fringe benefits will be paid for by the College while an employee is on a Special Purpose Leave of absence; however, the employee may retain his fringe benefits by paying for all premiums on insurance programs, pension plan, etc.; neither will such an employee gain salary step credit during a Special Purpose Leave.

ARTICLE 17

PAYROLL DEDUCTIONS

17.1 The Board agrees, in accordance with appropriate law, to provide for deduction for TIAA-CREF or PERS supplemental and/or tax-sheltered annuities and to provide MON-OC Credit Union deductions for the faculty members who properly authorize the Board to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.

17.2 The Board agrees to deduct from the salaries of its faculty members, dues for the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said faculty members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 NJSA 52:14-15. 9E and under rules established by the State Department of Higher Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Faculty Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

17.3 The Faculty Association shall certify to the Board, in writing, the current rate of its membership dues and supply a list of members who request payroll deductions. Notice of any change in rate of membership dues shall be served in written notice to the Board thirty days prior to the effective date of such change.

ARTICLE 18

CONTRACTS

18.1 The contract year shall commence each September 1 and end each June 30 of the succeeding year.

18.2 Faculty members who are full-time instructional personnel responsible for the presentation of the instructional program shall each be employed under the terms of a regular contract which shall provide for 180 days of instruction including the Fall and Winter Terms and the

Spring Term which may include curriculum development and other academic assignments.

18.3 Faculty members who are responsible for the preparation and utilization of instructional materials (Media Specialists) and those who counsel students in the instructional program (Student Development Specialists) shall be employed under terms of a regular contract which shall provide for 180 days devoted to the practice of such professional duties and shall be for periods as assigned within the contract year.

18.4 Faculty members will work no more than twenty (20) contact hours of fifty (50) minutes length. The average instructional contact hours per team member shall not exceed fifteen (15). The average number of office hours per team members shall not exceed five (5) scheduled as the team functions Monday through Friday, day and evening. This shall be equivalent to five (5) days of instruction.

18.5 The Board shall endeavor to adhere to the guidelines of not more than ten (10) students as the responsibility of one faculty member in a clinical area in any given day, and a sufficient number of faculty to assure adequate student-teacher interaction overall.

18.6 The Board shall adhere to a staffing ratio for Student Development Specialists at an average of three hundred fifty (350) full-time equated students to one (1) full-time equated Student Development Specialist. Two (2) part-time students shall equate to one (1) full-time student.

18.7 The work week of Media Specialists shall be thirty-five (35) hours.

ARTICLE 19
PART-TIME EMPLOYMENT

19.1 Regular Contract Year – September 1 to June 30

A.) If the College has the need for additional services of Media Specialists beyond those services provided by full-time staff, then full-time qualified Media Specialists shall have the first right of refusal for such work at the rate of \$10 per hour for 1980-81 and 1981-82 and at the rate of \$11 per hour for 1982-83.

B.) If the College has the need for additional services of Student Development Specialists beyond those services provided by full-time staff, full-time qualified Student Development Specialists shall have the first right of refusal for such work at the rate of \$10 per hour for 1980-81 and 1981-82 and at the rate of \$11 per hour for 1982-83.

C.) The first right of refusal to teach additional sections not scheduled for full-time faculty shall be given to qualified full-time faculty members of the same team on a rotating seniority basis before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. Under this provision a faculty member may be granted one such section per term. Compensation shall be at the part-time rate.

D.) The first right of refusal to teach credit courses scheduled by Extension Services and Weekend College shall be given to qualified full-time faculty; however, under this provision and the provision of "C" above, the combined limit of these provisions shall be two such courses per term. Compensation shall be at the part-time rate.

E.) If no opportunity exists for extension teaching because of cancelled course or no course offering, faculty will have opportunity for on-campus teaching for the second course.

9.2 Summer Employment – July 1 to August 31

.) Full-time faculty members who shall be given the first opportunity to accept assignments to furnish other academic and professional services during the Summer Term, including the preparation and utilization of instructional materials and counselling students in the instructional program, shall be compensated at the hourly rate. Such assignment shall be as needed and requested by the College.

.) The first right of refusal to teach up to two sections in the Summer Term, i.e. from July 1 to August 31, shall be given to qualified full-time faculty members of the same team before assignment to part-time instructors, except that this shall not apply to special course offerings for which extraordinary credentials are required. Compensation shall be at the part-time rate.

9.3 Part-Time Rate

.) The part-time rate for full-time faculty members shall be as follows:

- 1.) \$280 per credit hour effective July 1, 1980
- 2.) \$290 per credit hour effective July 1, 1981
- 3.) \$300 per credit hour effective July 1, 1982

.) The hourly rate shall be as follows:

- 1.) \$10 per hour effective July 1, 1980
- 2.) \$10 per hour effective July 1, 1981
- 3.) \$11 per hour effective July 1, 1982

ARTICLE 20 SALARY

20.1 Base salary for full-time faculty members initially appointed under provisions of a regular contract shall be as follows for the ranks and years indicated:

	Effective 9/1/80	Effective 9/1/81	Effective 9/1/82
Instructor:			
Minimum	\$12,461	\$12,961	\$13,461
Maximum	20,200	21,250	22,350
Assistant Professor:			
Minimum	14,953	15,453	15,953
Maximum	24,200	25,250	26,350
Associate Professor:			
Minimum	17,943	18,443	18,943
Maximum	29,000	30,050	31,150
Professor:			
Minimum	21,058	21,558	22,058
Maximum	34,000	35,050	36,150

20.2 Faculty members whose base salaries exceed the above maximums by virtue of previous salary increases shall not have their compensation reduced.

20.3 No faculty member shall receive less than the minimum provided for that rank.

ARTICLE 21 SALARY PROGRESSION

21.1 Effective September 1, 1980, all full-time faculty members shall be granted an \$1800 across the board increase for those not on maximum.

21.2 Effective September 1, 1981, all full-time faculty members shall be granted an \$1850 across the board increase for those not on maximum.

21.3 Effective September 1, 1982, all full-time faculty members shall be granted a \$1900 across the board in-

crease for those not on maximum.

ARTICLE 22

NON-RECURRING PAYMENT PROGRAM

22.1 For the first contract year of this Agreement only (September 1, 1980-June 30, 1981) a \$1000 one-time non-recurring payment shall be paid to those at red circle rate. Those who receive an increase of less than \$1000 to achieve the new maximum shall receive a non-recurring, one-time payment to equal total of \$1000. Therefore no unit member shall receive less than \$1000 payment combination general wage increase/general one-time payment.

ARTICLE 23

REDUCTION IN FORCE

23.1 Whenever it is necessary, in the judgment of the Board, to decrease the number of faculty members because of financial exigency or because of discontinuance of a program or a substantial decrease of student population within the College, the Board, upon recommendation of the President, may cause the necessary number of staff to be placed on leave of absence without pay. Layoff shall be implemented by identifying the subject area or specialty where the reduction in force shall take place.

23.2 Non-tenured faculty members shall be laid off first, and should further reduction be necessary, tenured faculty members shall then be laid off in inverse order of their seniority. The released faculty member's place shall not be filled by a replacement for a period of three (3) years, unless the faculty member has first been offered reappointment to his/her original position. When circumstances shall be appropriate to increase the instructional staff,

in the judgment of the Board, each tenured faculty member laid off shall be reinstated in the inverse order of his/her layoff followed by non-tenured who shall be preferred in recall over new hires. A tenured faculty member who is laid off shall retain but not accumulate seniority for a period of three (3) years.

**ARTICLE 24
DURATION**

24.1 This Agreement shall be effective July 1, 1980 and shall continue in effect until June 30, 1983.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the 21st day of February, 1980.

**Board of Trustees,
Brookdale Community
College**

Walter S. McAfee/l.s.
Chairperson

Donald H. Smith/l.s.
President

**Brookdale Community
College Faculty
Association**

Henry R. Green/l.s.
President

Seymour Siegler/l.s.
Co-Chairperson,
Negotiating Committee

Sylvia Smith/l.s.
Co-Chairperson,
Negotiating Committee

MEMORANDUM OF AGREEMENT

The coaches' salaries for the 1979-80 fiscal year will be increased as follows:

- 1.) 1980-81 fiscal year +5%
- 2.) 1981-82 fiscal year +5%
- 3.) 1982-83 fiscal year +5%

**Board of Trustees,
Brookdale Community
College**

**Walter S. McAfee/l.s.
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Negotiating Committee**