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# AGREEMENT

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Brookdale  
Community  
College  
and  
Brookdale  
Administrative  
Association

BROOKDALE



county college  
of Monmouth

1978-1980

**AGREEMENT BETWEEN**

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**BROOKDALE COMMUNITY COLLEGE**

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**AND THE**

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**BROOKDALE COMMUNITY COLLEGE**

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**ADMINISTRATIVE ASSOCIATION**

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

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**BROOKDALE COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

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Dr. Joseph E. Clayton, Vice Chairman  
Dr. Donald H. Smith, Secretary  
C. Webster Boodey  
Dr. Richard J. Connors  
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**ADMINISTRATIVE ASSOCIATION  
EXECUTIVE COMMITTEE**

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**Representatives-At-Large**

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## **PREAMBLE**

This Agreement, effective this 1st day of July, 1978, is made by and between the Board of Trustees of Brookdale Community College, hereinafter referred to as the "Board" and the Brookdale Community College Administrative Association, hereinafter called the "Association."

The parties hereto agree with each other as follows:

## **ARTICLE 1 RECOGNITION**

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A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning terms and conditions for all full-time administrative and exempt employees of the College excluding the President; Vice-President, Administrative Services; Vice-President and Deans, Educational Services; Executive Assistant to the President; Executive Director, Public Affairs; Administrative Assistant to the President; Assistants to Vice-Presidents; Captain, Security and Safety; Lieutenant, Security and Safety; Administrative Assistant, Public Affairs; Comptroller; Internal Auditor; Director of Accounting; Director, Personnel Services; Assistant Director, Personnel Services; Personnel Specialist; Director, Computer Services; Director, Campus Services; Director, Physical Plant; Director, Research & Planning; Director, Information Services; Chief Accountant.

B. Whenever the College creates new titles that are within the bargaining unit as recognized, the College shall confer with the Association regarding the same. Any dispute which arises over the creation of new titles or positions

shall be referred by the parties to the Public Employment Relations Commission for determination.

**C.** The term "Professional Staff Member" when used hereinafter in the Agreement shall refer to all administrative and exempt employees represented by the Association in the negotiating unit as above defined, and references to Professional Staff Members shall include both male and female Professional Staff Members.

## **ARTICLE 2**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

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

**B.** 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**

### **PROFESSIONAL STAFF MEMBER RIGHTS**

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**A.** The Board 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 employees into membership.

**B.** The Board retains the right to discipline or discharge Professional Staff Members for just cause. It is expressly understood that the non-renewal of an individual employment contract shall not be considered or deemed to be discipline or discharge. The decision not to renew an individual employment contract shall not be subject to the arbitration provisions as set forth in the Grievance Procedure. An employee whose individual contract is not renewed shall have the rights as set forth in the Donaldson Case.

**C.** The parties agree to follow applicable law with regard to non-discrimination. The College and the Association agree there shall be no discrimination on the basis of race, creed, color, national origin, sex, or marital status in any manner.

**D. LEGAL REPRESENTATION.** Professional Staff Members shall receive full rights consistent with the provisions of Title 18A; any complaint with respect to this provision shall be subject to review only by the Chancellor of the Department of Higher Education.

**E. GRANT-FUNDED POSITIONS.** Whenever a grant is

discontinued for a Professional Staff Member, the College will make a reasonable effort to find another position at the College for such Professional Staff Member. This provision shall not be subject to the arbitration procedure as set forth in this Agreement.

#### F. PERSONNEL RECORDS.

1.) A Professional Staff Member shall have the right, upon reasonable request, to review the contents of the Professional Staff Member's personnel file. The Professional Staff Member shall be entitled to have a representative accompany the Professional Staff Member during such review. Confidential material such as letters of recommendation for employment shall be excluded from this provision.

2.) A Professional Staff Member shall be granted the right to review derogatory material prior to its inclusion in the personnel files. The Professional Staff Member shall acknowledge reviewing such material by affixing signature to the material to be included in the file with the express understanding that such signature in no way indicates agreement of the contents thereof. The Professional Staff Member shall also have the right to submit a written answer to such material and the answer shall be attached to the file copy.

G. The provisions of NJAC 9:4-7.2 shall apply to Professional Staff Members except that the maximum term of a contract shall be two years.

H. Individual contracts are incorporated by reference in

the master Agreement.

I. Job descriptions shall be provided to each Professional Staff Member by April 5, 1979.

#### ARTICLE 4 BOARD AND ASSOCIATION RELATIONSHIP

A. 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. The Board, furthermore, retains full jurisdiction and authority over matters of policy by which the methods, means, and personnel required to conduct the operation of the College are determined in its sole discretion provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

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

C. 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.

D. The College, upon formal request of the Association, and following approval by 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, including typewriters, mimeographs, duplicating machines, calculators, and audio-visual equipment.

E. The Association agrees that its use of facilities shall be restricted to 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, resulting from misuse, related to approved use of facilities and equipment by its membership. The Association shall pay also for the uses of paper and supplies required by the various duplicating or reproduction processes at cost.

F. 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 shall have the required postage thereto affixed.

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

H. The College and the Association agree to share equally the full cost of reproducing not more than three hundred (300) copies of this Agreement in the print shop of the College.

## ARTICLE 5 PERFORMANCE APPRAISAL

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### A. PURPOSES OF EVALUATION.

1. Evaluations are for the purpose of improving the quality of the Professional Staff Member at Brookdale Community College and for the purpose of providing information to the individual being evaluated so that he/she may further his/her personal and professional competencies.

2. Evaluations provide the primary basis upon which recommendations as to retention and/or promotion are made; and placement on the salary schedule commensurate therewith.

### B. FREQUENCY OF EVALUATIONS.

1. Each Professional Staff Member on an annual contract will be evaluated in writing a minimum of once each year, prior to March 24.

### C. BASIS FOR EVALUATION.

1. The basis for evaluation of the Professional Staff Member will be a list of measurable objectives developed by the employee regarding his/her responsibilities. These objectives will be agreed upon between the employee and his/her supervisor. These objectives will be stated behaviorally and must be realistically obtainable goals. Additionally, they will be reviewed annually for relevance by the employee's supervisor.

2. The data utilized to provide a basis for evaluations will be measures of the performance of assigned responsibilities. Such specific responsibilities will be made known in writing to the individual being evaluated prior to the beginning of the period in which the evaluation is to be performed.

3. Any modification of the objectives will be developed in consultation with the employee and will be made available to the employee prior to the beginning of the period in which the evaluation based on such modified objectives is to be performed.

4. Evaluations will be recorded on MBO for Administrators PE 45 (8/71-0) + Commendations, Recommendations and Summaries and will be filed as part of the personnel records of the individual concerned.

#### **D. RESPONSIBILITY FOR EVALUATIONS.**

1. The immediate supervisor of the individual being rated will have the primary responsibility for evaluations.

2. The individual being evaluated will be permitted to see any evaluation made of him/her, will confer with his/her evaluator, and will sign the form indicating he/she has seen it even though he/she does not necessarily agree with it. The form shall provide a comment section for the employee.

3. Evaluations will be reviewed by the supervisor of the individual who has performed the evaluation. Such review will be primarily concerned with determining

whether the official procedure for evaluation has been followed.

4. The evaluator's supervisor will serve in an appeal role when the individual being evaluated desires to appeal an evaluation.

#### **ARTICLE 6 NOTICE OF CONTRACT RENEWAL**

**A.** In order to provide for adequate lead time regarding activities and events involving contract renewal and non-renewal and the return of contracts by employees in this category, the following time schedule will be adhered to for Professional Staff Members with less than five years:

1. Recommendations for non-renewal by the appropriate Officer of the College to the President with a copy to the employee will be completed by March 15.

2. Contract Administration Forms for contract renewal by the appropriate Officer of the College to the President with a copy to the employee will be due by April 1.

3. Final decision for renewal and non-renewal of contract by the President and notification to employees will be due by April 15.

4. Recommendations for contract renewal from the President to the Board of Trustees will be presented at the May Board of Trustees meeting.



5. Contracts will be mailed to employees within two days of the May Board of Trustees meeting.
6. Contracts must be returned by employees by June 15.
7. In all instances where a date specifically stated above falls on Saturday, Sunday or a holiday, the next immediate working day will prevail.

#### **ARTICLE 7 POSTING OF VACANCIES**

- A. When a vacancy occurs or a new position is created and determined to be within the bargaining unit, the College shall post a notice in each office and work area for five (5) working days, setting forth the position classification, duties and requirements. Professional staff members shall be included on a distribution list of the J.O.B. for all vacancies. Failure to receive such notice will not be a basis for challenging the appointment of someone to such positions and shall not be grievable or arbitrable.
- B. Members of the bargaining unit seeking to be considered for appointment to the vacancy shall make application to the Director, Personnel Services, within five (5) working days of issue of the notice.
- C. Professional Staff Members who make application for all positions covered by Section A above will receive notice of a date for an interview within five (5) working days of the closing date listed by the notice.

#### **ARTICLE 8 ASSOCIATION DUES AND DEDUCTIONS**

A. The Board agrees to provide, in accordance with applicable laws, for deductions for TIAA-CREF or PERS supplemental and/or tax-sheltered annuities and to provide MON-OC Credit Union deductions for Professional Staff Members who properly authorize the Board to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966.

B. The Board agrees to deduct from the salaries of Professional Staff Members, dues for the New Jersey Education Association or the National Education Association, or any combination of such Associations as 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 N.J.S.A. 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 Administrative 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.

C. The Administrative 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 the rate of membership dues shall be served in written notice to the Board thirty days prior to the effective date of such change.

## ARTICLE 9 GRIEVANCE PROCEDURE

A. A grievance is a claim by a Professional Staff Member or the Association regarding:

1. An evaluation of the employee;
2. 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 and is fully qualified for such promotion;
3. Work assigned;
4. Any violation of the Board of Trustees approved terms and conditions specifically referred to in an agreement with a recognized employee association or an employee's specific contract;
5. 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.

B. 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.

C. The employee grievance process will include both informal and formal steps regarding grievance, which will afford the employee an informal hearing before his/her immediate supervisor and a formal hearing before the Director, Personnel Services (Step 1), appropriate College Officer (Step 2), and the President of the College (Step 3). 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.

D. 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 College, allow the grievance to proceed to the next step. Notification will be given to grievant.

1. 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:
  - a.) Step 1 (Director, Personnel Services) – thirty (30) days;
  - b.) Step 2 (College Officer) – five (5) working days;
  - c.) Step 3 (President) – five (5) working days;

2. 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:

- a.) Step 1 (Director, Personnel Services) – five (5) working days;
- b.) Step 2 (College Officer) – five (5) working days;
- c.) Step 3 (President – five (5) working days;

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

- a.) Step 1 (Director, Personnel Services) – five (5) working days;
- b.) Step 2 (College Officer) – five (5) working days;
- c.) Step 3 (President) – five (5) 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 verification 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.

E. 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 1 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.

## F. ARBITRATION.

1. 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.

2. The Association shall request a list of arbitrators from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Commission in the selection of an arbitrator.

3. 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 statements 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 re-

quires 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.

4. The following shall not be submissible to arbitration: the failure or refusal of the Board to renew the contract of an employee; failure to receive a promotion; or other contractual provisions which by their terms are not submissible to arbitration;

5. 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.

G. 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 Professional Staff 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.

H. If, in the judgment of the Association, a grievance affects a group class of Professional Staff Members, the Association may submit such grievance in writing to the President directly and the processing of such grievance shall be commenced at Step Three. 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.

I. 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 10 FRINGE BENEFITS AND LEAVE PROVISIONS**

A. 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 Professional Staff Members and their 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.

B. The College shall extend tuition reimbursement for six (6) credit hours per year to those regular employees having an associate degree for undergraduate courses successfully completed leading to a baccalaureate degree in a regular program and for those having 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 and doctorate shall be eligible for tuition reimbursement for six (6) credits per year at the undergraduate or graduate course level or in combination thereof upon successful completion of such courses. Reimbursement shall be at 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.

**C. The insurance benefit program for full-time employees shall include:**

1. Blue Cross/Blue Shield with the coverage of the New Jersey Health Benefits Plan plus Rider J for employee and eligible dependents or similar and equally comprehensive coverage at the College expense. Eligibility shall be after three (3) months of continuous employment.

2. Major Medical Insurance with a maximum benefit of \$20,000 for a full-time employee and eligible dependents at the expense of the College. Eligibility shall be the first day of a month after three (3) months of continuous employment.

3. Short Term Disability to compensate at the rate of seventy (70) percent of the weekly wage of the full-time employee to a maximum of \$250 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15) day of disability.

**D. Full-time members of the bargaining unit may be granted leaves of absence as follows; where indicated, prior approval of the immediate supervisor shall be re-**

**quired before an employee shall enter a leave status:**

1. Full-time employees, after having secured prior approval of their supervisors (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 an 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. There shall be no accumulation attached to this privilege.

2. Full-time employees shall accrue sick leave with pay at the rate of one and one-quarter (1¼) days per month worked and may accumulate sick leave without limit.

3. Full-time employees may use up to three (3) days with pay for bereavement leave upon the occasion of death in their immediate families including parents, siblings, spouse, children, foster parents, foster children, step-parents, step-children, parent-in-law, 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.

4. Any employee may be required to provide proper justification of use of leave days as specified in 1, 2, and 3.

5. Full-time employees who are summoned for jury duty, shall receive their salary while serving as a juror but shall be required to submit to the College all monies received as compensation for jury service immediately upon receiving such juror compensation. 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.

6. Any full-time member of the bargaining unit 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 the rights otherwise enjoyed by the employee while in the continuous employment of the College.

7. Any full-time member of the bargaining unit 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 will be entitled to re-employment in the same job classification or equivalent at the salary and seniority which would have been attained had there not been a draft or recall, providing that:

a.) The returning employee presents a certificate of satisfactory completion of military services; 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 employee is able to perform the duties of the former position.

8. Maternity shall be regarded as temporary disability and full-time members of the bargaining unit shall be entitled to the considerations and benefits associated with a short term disability under coverages stated above.

9. A full-time Professional Staff Member who has not completed one year of continuous service 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 be extended beyond the member's contract year. Upon re-appointment, any remaining portion of the nine (9) weeks not used at contract expiration date may be taken. Retirement benefits and medical benefits shall be granted during the maternity leave in conformity with the law and rules and regulations established by the appropriate State departments.

10. A full-time Professional Staff Member who has completed one year of continuous service, 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 applica-

tion 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 rules and regulations established by the appropriate State departments. Members may elect to use sick leave in any combination with maternity leave.

11. 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 Professional Staff Members who have completed seven (7) consecutive years of full-time service as a Professional Staff 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 appropriate Dean, Director, 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 Officer of the College 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 Officer of the College 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 percent (5%) of the total Professional Staff Members shall be on sabbatical leave status at any given time.

g.) The President of the College shall advise those Professional Staff Members whom he shall recommend or not 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 (½) 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 Professional Staff Members while on approved sabbatical leave on a prorated basis for the duration of the leave according to this schedule:

- 1.) Full pay for half of the contract year.
- 2.) One-half (½) 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 Professional Staff Member shall not complete one (1) full contract year of service after returning from sabbatical leave, the College shall require the return of all monies paid to the Professional Staff Member during the sabbatical leave. Such payments 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.

12. Special Purpose Leave—Professional Staff Members after five (5) years of employment at the College may be granted leaves of absence without pay up to one (1) 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/she 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/her 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.

13. The College agrees to provide dinner payment of not more than five (5) dollars to a Professional Staff Member who is required to work at least two (2) hours beyond normal quitting time. Any claim for dinner payment shall be accompanied by a receipt in evidence of the expenditure as claimed. The College shall provide an additional meal allowance not exceeding five (5) dollars for each additional four (4) hours thereafter. In the second year of the Agreement (7/1/79), the dinner allowance shall be increased to not more than six dollars and fifty cents (\$6.50).

## ARTICLE 11 MILEAGE

A. The Board agrees to reimburse members of the bargaining unit who are required to use their private vehicles at the expressed direction of the College for College business at the rate of fifteen (15) cents per mile.

## ARTICLE 12 WORK WEEK

A. The normal work week for Professional Staff Members shall not be less than thirty-seven and one-half hours (37½), exclusive of lunch periods, and scheduled during a full calendar week. In accordance with past practice,



the immediate supervisor shall grant relief schedules to a professional staff member in the event of an extraordinary work load.

B. Starting times shall be based upon the operating needs of the department and shall be established by the College. The College also retains the right to set and change hours as necessary to assure the efficient, safe, and secure operation of the campus facilities.

C. Professional Staff Members shall be responsible to notify their immediate supervisor if they are to be tardy or absent.

D. A Professional Staff Member 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.

#### **ARTICLE 13 VACATION LEAVE**

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A. Members of the bargaining unit shall be granted one and five-sixths (1-5/6) days paid vacation leave per month of employment, not to exceed twenty-two (22) days per contract year.

B. Each July 1 members of the bargaining unit shall be eligible to carry forward an accrued amount of vacation leave of forty-four days. Leave in excess of that amount shall be forfeited each June 30.

#### **ARTICLE 14 HOLIDAYS**

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A. The following days shall be observed as holidays; all regular employees shall be excused from work with the exception of certain job classifications and employees who shall be advised and scheduled for duty by their supervisors:

Independence Day  
 Labor Day  
 Veteran's Day  
 Thanksgiving Day  
 The working day immediately preceding  
     Christmas Day  
 Christmas Day  
 The working day immediately preceding  
     New Year's Day  
 New Year's Day  
 Martin Luther King Day  
 Washington's Birthday  
 Memorial Day

B. A holiday provided for in this Article 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.

#### **ARTICLE 15 PART-TIME EMPLOYMENT**

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A. The second right of refusal (the first right is given to qualified full-time Brookdale faculty members) to teach additional sections not scheduled for full-time Brookdale

faculty shall be given to qualified Professional Staff Members before assignment to part-time instructors. The qualifications of Professional Staff Members shall be evaluated by the appropriate Institute Dean. Under this provision, a Professional Staff Member may be granted two such sections per term. Compensation shall be at the part-time rate as established by the faculty contract.

B. The second right of refusal (the first right is given to qualified full-time Brookdale faculty members) to teach credit courses scheduled by Extension Services and Weekend College shall be given to qualified Professional Staff Members before assignment to part-time instructors. The qualifications of Professional Staff Members shall be evaluated by the appropriate Institute Dean and the Director of Extension Services. Under this provision, a Professional Staff Member may be granted two such sections per term. Compensation shall be at the part-time rate as established by the faculty contract.

C. The total sections that can be taught by a Professional Staff Member at any one time will not exceed two (2).

## **ARTICLE 16**

### **CLASSIFICATION AND COMPENSATION**

A. The following COMPENSATION SCHEDULE shall be in effect for 1978-79:

SALARY GRADE	MINIMUM	MAXIMUM
19	\$24,077	\$33,865
18	\$21,507	\$30,258
17	\$19,220	\$27,039
16	\$17,181	\$24,157
15	\$15,337	\$21,580
14	\$13,710	\$19,292
13	\$12,257	\$17,243
12	\$10,939	\$15,390
11	\$ 9,780	\$13,766

B. The Following COMPENSATION SCHEDULE shall be in effect for 1979-80:

SALARY GRADE	MINIMUM	MAXIMUM
19	\$24,800	\$35,051
18	\$22,153	\$31,317
17	\$19,797	\$27,986
16	\$17,697	\$25,003
15	\$15,798	\$22,336
14	\$14,122	\$19,968
13	\$12,625	\$17,847
12	\$11,268	\$15,929
11	\$10,074	\$14,248

C. Professional Staff Members positions have been assigned to the CLASSIFICATION SCHEDULE as follows:

- 19 Associate Dean, Community Education  
Director, Extension Services

- 18 Director, Admissions and Records  
Director, Allied Health  
Manager, Data Base
- 17 Assistant Director, Computer Services  
Director, Career Services  
Director, Financial Aid  
Director, Human Resources Program  
Director, Instructional Development Laboratory  
Director, Student Life and Activities  
Director, Testing Services
- 16 Assistant Director, Admissions and Records  
Senior Programmer Analyst  
Senior Systems Coordinator  
Director, Technical Services  
Manager, Materiel Services
- 15 Coordinator, Cooperative Education  
Manager, Central Plant  
Manager, Food Services  
Manager, Maintenance and Custodial Services  
Project Manager, Computer Services  
Programmer/Analyst  
Director, E.O.F. Program
- 14 Assistant Director, Student Life & Activities  
Technical Coordinator, Performing Arts Center  
Coordinator, Publications  
Manager, Print Shop  
Program Administrator, Community Services  
Supervisor, Accounting

- 13 Coordinator, Bi-Lingual  
Senior Administrative Assistant  
Supervisor, Audio Visual Services  
Supervisor, Childhood Education Learning Lab  
Supervisor, Grounds  
Supervisor, Custodial Services  
Supervisor, Media Distribution
- 12 Coordinator, Community Services  
Coordinator, Veteran's Affairs  
Research Associate  
Supervisor, Common Services
- 11 Coordinator, Production Control  
Administrative Assistant

D. Effective July 1, 1978 for the duration of this Agreement, all Professional Staff Members shall be granted an increase according to the following schedule:

July 1, 1978	+7%
July 1, 1979	+6½%

No salary shall be adjusted beyond the grade maximum for the title for the duration of this Agreement.

E. A Professional Staff Member who is promoted to a position at a higher salary grade shall be entitled to the minimum of that grade or a five (5) percent salary increase, whichever is higher, while rendering satisfactory performance in that position. Such increase, however, shall not exceed the third quartile value of the salary range.

**ARTICLE 17  
RECLASSIFICATION**

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The Board and the Association agree to create a joint committee to study the present College Regulation on Reclassification.

**ARTICLE 18  
DURATION OF AGREEMENT**

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A. The agreement shall be effective July 1, 1978 and continue in effect until June 30, 1980.

B. During the period of this agreement, the Board agrees there shall be no lockout, or the equivalent, of the 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 student and public.

C. Should an unauthorized strike, or equivalent action by members of the Association occur, the Association shall immediately instruct its members to return to work. 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 they fail to comply and withhold services.

D. The Board 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.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on the 19th day of October, 1978.

**Board of Trustees,  
Brookdale Community  
College**

Walter S. McAfee/l.s.  
Chairman

Attest:

Donald H. Smith/l.s.  
Secretary

**Brookdale Community  
College  
Administrative Association**

Charles O. Burton/l.s.  
President

Attest:

Arnold J. Gelfman/l.s.  
Chief Negotiator