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**AGREEMENT BETWEEN**

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**BROOKDALE COMMUNITY COLLEGE**

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**AND THE**

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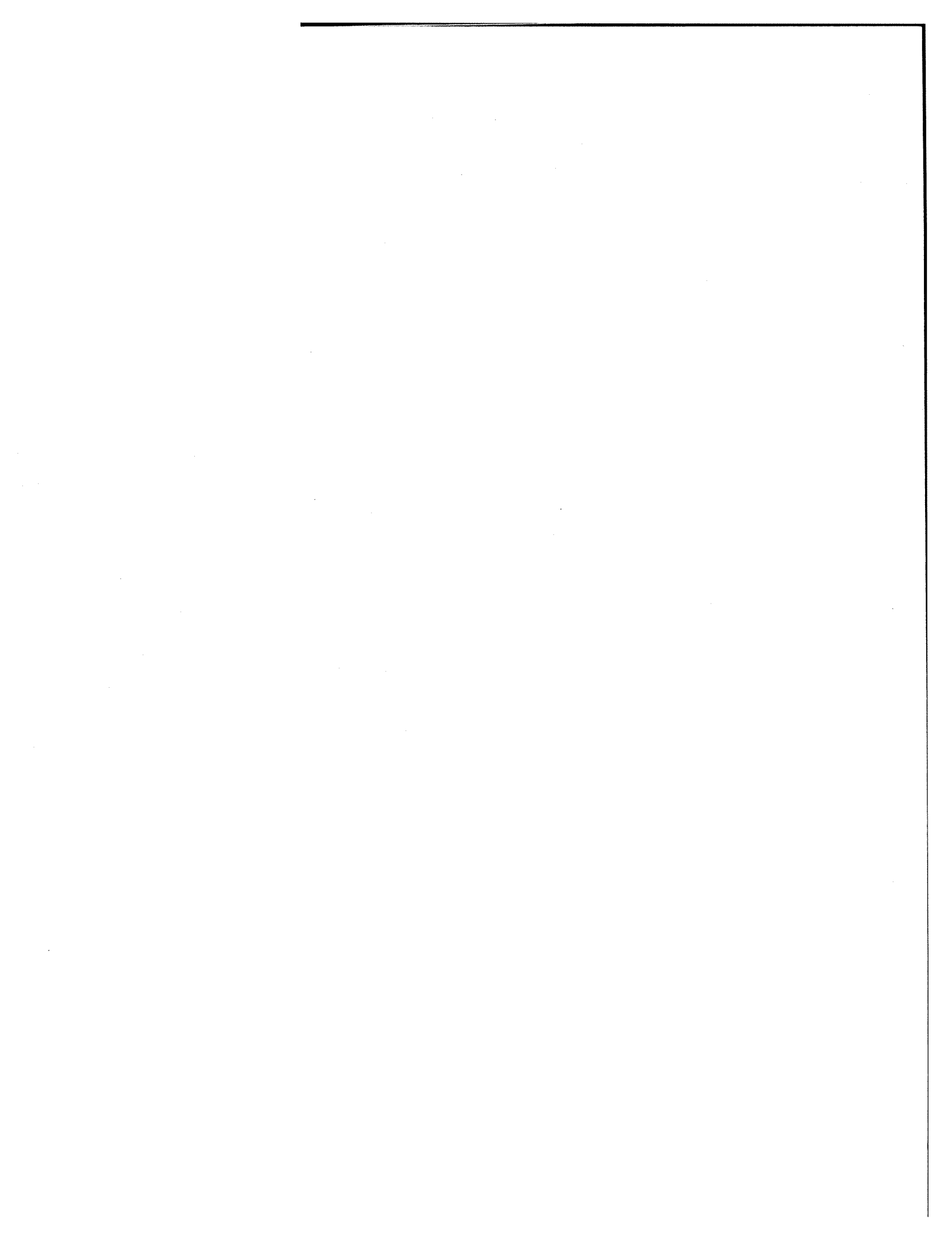
**NON-ACADEMIC STAFF ASSOCIATION**

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

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1973 - 1976





**BROOKDALE COMMUNITY COLLEGE  
BOARD OF TRUSTEES**

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## **PREAMBLE**

**This Agreement, effective this 20th day of June, 1973, is made by and between Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "College," and the Non-Academic Staff Association, hereinafter referred to as the "Association."**

**The parties hereto agree with each other as follows:**

## **ARTICLE I**

### **REPRESENTATION AND RECOGNITION**

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**1.1** The College recognizes the Association as the sole and exclusive bargaining agent of the non-academic staff excluding supervisory personnel, administrative officers, managerial executives, confidential secretaries (to include secretaries to the following positions: President, Assistants to the President, Vice Presidents, Executive Deans, Director of Business Services, Director of Personnel, Assistant to President for Public Affairs, Director of Institutional Planning and Analysis), Police Department personnel, and security personnel.

**1.2** If the College creates new positions that may be in this bargaining unit, the College and the Association shall confer regarding the same.

## **ARTICLE II**

### **N.A.S.A. – COLLEGE RELATIONSHIP**

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



**2.2** In accordance with appropriate State Statutes, the College agrees to deduct the dues from employees in the bargaining unit who properly authorize the College to make such payroll deductions.

**2.3** The College shall provide space on centrally located bulletin boards which shall be used for the exclusive use of the Association. Materials to be posted on such bulletin boards shall be delivered to the Director of Personnel by the Association two (2) days in advance of the proposed posting, and it is to include a requested date of posting and of removal.

Materials to be posted will consist of the following:

- (a) notice of Association meetings;
- (b) notices of social and recreational events; and
- (c) notices containing official Association business.

No material shall be posted which contains profane, obscene language or which is defamatory to the College or its representatives and employees or which is critical of or condemns the methods, policies or practices of the College or which constitutes election campaign material.

**2.4** During the period of this agreement, the College agrees that there shall be no lockout, or the equivalent, of members of the Association, and the Association and its members agree that there shall be no strike or the equivalent, it being the desire of both parties to provide uninterrupted and continuous service to the public. Should an unauthorized strike or the equivalent by the Association members occur, the Association shall immediately instruct its members to return to work. If they do not report to work immediately upon the instruction of the Association, they shall be deemed to have forfeited their jobs without recourse of any kind against the College or the Associa-

tion. The College agrees that it shall not bring any damage suit against the Association and its officers for any unauthorized strike or the equivalent, provided the officers of the Association immediately direct the striking employees to return to work.

**2.5** The College hereby retains the right to manage and control its non-academic facilities and, in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

**2.6** The College in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, or other legitimate reasons, in order to maintain the efficiency of the non-academic facilities entrusted to them and to determine the methods, means and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out this mission of the non-academic departments in any situation whatsoever.

### **ARTICLE III HOLIDAYS AND OVERTIME**

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**3.1** For the duration of this Agreement, the College agrees to continue its practice with respect to the number of holidays provided to members of the Association. (See Appendix A) The College shall also extend to the non-academic staff two (2) holidays in addition to Christmas Day and New Year's Day, during the holiday recess.

Employees may choose, with the consent of the supervisor, two (2) days from the following three (3) days:

- (a) the working day immediately preceding Christmas Day,

- (b) the working day immediately following Christmas Day, or
- (c) the working day immediately preceding New Year's Day.

**3.2** For the duration of this Agreement, the College agrees to continue its existing practice with respect to the overtime compensation rate and the method by which overtime payments shall be made consistent with the Fair Labor Standards Act.

- 3.3** Employees regularly assigned to the Central Heating Plant shall be entitled to the following differentials:
- (a) Those employees who are regularly assigned to the second shift shall be entitled to a differential of eight (8) cents per hour for each hour worked.
  - (b) Those employees who are regularly assigned to the third shift shall be entitled to a differential of twelve (12) cents per hour for each hour worked.

#### **ARTICLE IV**

#### **SENIORITY IN PROMOTION, TRANSFER, LAY-OFF, AND RE-EMPLOYMENT**

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**4.1** Length of service in each classification within an occupational group shall be known as "seniority." The term "occupational group" shall be as defined in College Regulation. In cases of promotions within the bargaining unit and transfers within the bargaining unit, seniority shall be considered among other factors. The Director of Personnel shall furnish the Association with seniority lists.

**4.2** A new employee shall be considered probationary for the first three (3) calendar months of employment. During this probationary period, the College may dismiss such probationary employees without regard to the other provisions of this Agreement. Such dismissal of a proba-

tionary employee, by the College, shall not be subject to the grievance procedure herein set forth.

**4.3** When a vacancy occurs or a new position is created within the bargaining unit, the College shall post a notice in each office and work area for five (5) working days, setting forth the job classification, duties and requirements, hours and days of work, date of starting and salary scale. Notices concerning jobs in their occupational groups shall be sent to employees laid off due to lack of work. Employees desiring consideration should make application to the designated person in the notice or to the Director of Personnel within five (5) days.

**4.4 (A)** The College retains within its sole and absolute discretion the right to lay-off employees.

(B) Regular employees within a classification shall not be laid off before any emergency appointments, temporary appointments to temporary extra positions, provisional appointments to regular positions, or employees serving in working test periods within the classifications affected. The non-regular employees shall be given the proper notice of any reduction in force as required by this Article.

(C) The College shall provide as a minimum, two (2) weeks notice of lay-off to any regular employee to be affected.

(D) Occupational group seniority shall be the determining factor to be considered in identifying which regular employees shall be laid off. If occupational group seniority is equal, then length of service with the College shall be determining.

(E) Regular employees affected by lay-off requirements may exercise bumping rights within their occupation

group classification or to equated or lower rated occupational group classifications.

(F) The name of the regular employee who is laid off shall be placed on a special re-employment list. Persons on such list shall be given preferential consideration over any other type of applicant for appointment to the occupational job classification and no new employee shall be hired for that classification until all employees on lay-off status desiring to return to work shall have been recalled, provided such employee is on lay-off status and capable of returning to work and performing the required duties. The employee must provide the College with any address change while awaiting recall. This preferential list shall be in effect for a period of one (1) year.

(G) Regular employees shall be recalled to work in the reverse order of which they were laid off by the College. Notice of recall shall be made in writing by certified mail to the employees' home address of record.

(H) An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice and certification for recall or within ten (10) calendar days of the mailing, or be considered to have abandoned his recall rights and resigned.

(I) An employee recalled to his former job must report for reinstatement within the specified time limits or be considered to have resigned.

(J) An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall to his higher rated position for the continuing period as required by this Article.

(K) An employee on lay-off accrues no additional sick leave or vacation credits. When an employee is recalled from lay-off and reinstated, he is considered to have continuing service credit for computation of future earned vacations.

(L) The probationary period of employment with the College shall be three (3) months. During the probationary period, the College may dismiss an employee for any reasons, and such employee shall have no recourse to the grievance procedure or any judicial or administrative remedy in connection therewith.

## **ARTICLE V WORKING CONDITIONS**

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**5.1** The College and the Association agree to establish jointly a Safety and Health Committee consisting of an equal number of College and Association representatives. The President of the Association, or his designee, shall be on the Committee and he shall name two other members of the Committee; the Director of Personnel, or his designee, shall be on the Committee and he shall name two other members of the Committee.

**5.2** The College agrees to pay not more than \$14.00 per night for lodgings when an employee is required by the College to be away overnight. As an expense allowance, the College further agrees to pay not more than \$10.00 per day for meals when an employee is required by the College to be away from home.

**5.3** The College agrees to reimburse employees who are required to use their private vehicles at the express direction of the College for College business at the rate of \$.10 (10¢) per mile.

**5.4** The College agrees to provide dinner payment for an employee who is required to work at least two hours beyond his normal quitting time. Such dinner allowance shall not exceed \$4.00. The College shall provide an additional meal allowance not exceeding \$4.00 for each additional four hours thereafter.

**ARTICLE VI  
WAGES**

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**6.1** Effective 7/1/73 + 7.0% wage increase over wages paid 6/30/73.

**6.2** In addition to the provisions of 6.1 above, and in light of salary inequities, an increase in the amount of 3.0% of the salaries paid on 6/30/73 shall be granted to the employees in this bargaining unit.

**6.3** Wages to be paid for the period 7/1/74 to 6/30/75 shall be subject to the right of N.A.S.A. to reopen negotiations on this point. Such negotiations shall be concerned only with salaries paid employees in this bargaining unit. If N.A.S.A. desires to reopen the negotiations, such indication shall be forwarded to the College in writing not later than October 15, 1973. These negotiations shall commence not earlier than November 15, 1973.

**ARTICLE VII  
LEAVE BENEFITS**

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**7.1** For the duration of this Agreement, the College agrees to continue in effect those leave benefits and procedures that are expressly provided by College regulations that are in force 1/27/73. (See Appendix B) Provided that, in the case of personal leave days, such leave shall be subject to the approval of the employee's immediate supervisor. Provided further that personal leave shall not

be used for vacation purposes. In connection with the utilization of sick leave and/or short term disability, the College, in its sole discretion, may require validation in the form determined by the College.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

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

**8.2** A grievance to be considered in this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

**8.3** Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

### Step One

The grievance shall be discussed with the employee involved and the Association representative with the Director of Personnel. The answer shall be in writing and made within three (3) working days by the Director of Personnel to the Association.



Step Two

If the grievance is not settled through Step One, the same shall within five (5) working days be reduced to writing by the Association and submitted to the Director of Personnel, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Association within five (5) working days of submission.

Step Three

If the grievance is not settled at Step Two, then the Association shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the appropriate Officer of the College. A written answer to such grievance shall be served upon the individual and the Association within seven (7) working days after submission.

Step Four

If the grievance is not settled at Step Three, then the aggrieved employee shall have the right within five (5) working days to submit his grievance to the President of the College or his designated representative. The President of the College or his designated representative shall answer such grievance within seven (7) working days after submission.

Step Five

If the grievance is not settled at Step Four, then the Association shall have the right within five (5) working days to submit the grievance to Advisory Arbitration. If the Association desires to submit the grievance to Advisory Arbitration, it shall do so by indicating in writing to the Director of Personnel its intention to request arbitration within the five (5) working days referred to above.

The arbitrator shall be Charles Sobol, Esquire, New York, New York. If Mr. Sobol declines the case, or is unable to hear the matter within a reasonable period of time, then the matter will be submitted to the American Arbitration Association and the selection of the Advisory Arbitrator shall be made in accordance with the rules and regulations of the American Arbitration Association.

The Arbitrator shall only hear the issues that are submitted to him. He shall be without authority to add to, modify, or subtract from any provision of this Agreement or any policy or regulation of the College. The decision of the Arbitrator shall be advisory only. If the Board rejects the award made by the Arbitrator, the Board shall state in writing its reasons for doing so to the President of N.A.S.A. within ten (10) working days of its receipt of that award.

The fees incurred in connection with the Arbitration shall be shared jointly by the parties.

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

## **ARTICLE IX NEGOTIATION PROCEDURE**

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**9.1** The Association and the College jointly recognize the desirability and importance of the College Assembly. Therefore, the parties agree that those areas covered by the jurisdiction of the Assembly as established by the Constitution, shall not be subject to negotiation.

**ARTICLE X  
MERIT PAY**

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**10.1** The College hereby agrees to continue its procedures and policies in the granting of merit pay awards for the period 7/1/73 to 6/30/75.

**ARTICLE XI  
DURATION OF AGREEMENT**

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**11.1** This Agreement shall become effective on the 20th day of June, 1973, and shall remain in full force and effect up to and including June 30th, 1975, except for the provisions of 6.3 wherein N.A.S.A. retains the right to reopen the issue of salaries for the period of 7/1/74 to 6/30/75.

**BOARD OF TRUSTEES  
BROOKDALE  
COMMUNITY COLLEGE**

**NON-ACADEMIC  
STAFF  
ASSOCIATION**

W. Preston Corderman /l.s.  
Chairman

John J. Martin /l.s.  
President

Attest:  
Ervin L. Harlacher /l.s.  
Secretary

Attest:  
Rita Mary Bellezza /l.s.  
Secretary

## **APPENDIX A HOLIDAY SCHEDULE**

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**A.1** The following days shall be observed as holidays; all Association personnel shall be excused from work with the exception of certain maintenance employees who shall be advised and scheduled for duty by their supervisors:

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Memorial Day

## **APPENDIX B LEAVE BENEFITS**

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**B.1** Vacation time with pay shall be earned according to the following schedule: Up to five (5) years of service with the College: 5/6 day per month worked or a maximum of ten (10) days per year. More than five (5) years and up to twelve (12) years: 1-1/4 days per month worked or a maximum of fifteen (15) days per year. Over twelve (12) years of service with the College: 1-2/3 days per month worked or a maximum of twenty (20) days per year.

**B.2** Accrual of vacation time starts upon employment; however, no vacation leave can be taken during the probationary period. Non-academic employees may accrue up to two (2) years vacation allowance at one time. Any unused vacation time over that amount shall be lost at the beginning of the next fiscal year.

**B.3** No employee shall be eligible to take more than one (1) full year's maximum vacation allowances at any one time, except with the advance approval of the supervisor.

**B.4** With the approval of the President, an employee may be eligible to be paid for any accumulated vacation when employment with the College is terminated. Allowable maximums as stipulated above shall apply. The rate of pay will be at the employee's current rate at termination.

**B.5** Insofar as it is possible, the College will offer employees their choice of vacation times. During May of each year, the College Personnel Office shall prepare and distribute a record of vacation time accrued. Individual vacation schedules shall be prepared by the supervisor and approved by the appropriate office of the College. If the employee's absence shall seriously hamper the work of the department, the employee may be asked to reschedule the vacation to accommodate the workload of the department. Where two (2) employees in the same area wish to take their vacation at the same time, the determination of the schedule shall be made by the supervisor.

**B.6** All employees shall be eligible for sick leave with pay to be accrued at the rate of 1-1/4 days per month worked. Eligibility shall be upon employment. Sick leave shall be accrued without limit. At the sole and discretionary option of the College, employees may be required to validate sick leave by presenting a written statement of a physician.

**B.7** Upon employment, all employees shall be eligible for leave for jury duty as required. The College shall pay the employee's regular salary; the employee shall submit the compensation received as a juror to the Payroll Department.

**B.8** Upon employment, all employees shall be eligible for bereavement leave. Up to three (3) days shall be allowed upon a death in the immediate family. Such additional days as may be required shall be charged to sick leave, vacation time, and/or personal days. One (1) working day shall be allowed upon a death not in the immediate family; additional time as required shall be charged only to vacation time and/or personal days.

Members of the immediate family are defined as: parents, sibling, spouse, children, foster parents, foster children, step-parents, step-children, parents of spouse, grandparents, or any person living in the immediate household.

**B.9** Upon completion of one (1) year of continuous employment with the College, an employee may be granted a maternity leave of absence without pay for a maximum of one year. No fringe benefits shall be paid by the College while an employee is on a maternity leave. The employee shall not be returned to work sooner than thirty (30) days after the birth of a child.

**B.10** Upon employment, all employees shall be eligible for military leave in accordance with the law.

**B.11** Regular full-time employees shall be eligible, at completion of the probationary period, for up to five (5) days per year Personal Leave at times to be arranged by mutual and prior agreement with the supervisor. Such leave shall be granted only for those activities of a personal or religious nature that can be conducted only at times when the employee is scheduled to be at work. The employee will make certain that his work station is properly covered. Personal leave shall not be used for either vacation or recreational purposes. In situations where addi-

tional time is required and approved by the supervisor, that time shall be charged to accrued vacation time.

**B.12** Employees who are members of the Military Reserve or National Guard shall be granted leave by the College in accordance with law.

**ADDENDUM  
AGREEMENT BETWEEN NON-ACADEMIC STAFF  
ASSOCIATION AND BROOKDALE COMMUNITY  
COLLEGE**

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1. Salaries paid for the present academic year (July 1, 1974 through June 30, 1975) shall be increased by 8.5% over the salaries paid in the prior year.

2. Salaries for the 1975-1976 academic year shall be increased in exactly the same manner and percentage as faculty salaries under the same formula as agreed to between the College and the Brookdale Faculty Association dated February 28, 1974.

3. Except for employees who have retired or are retiring from active College employment, only those employees who are active employees of the College on January 31, 1975 shall receive the retroactive benefits as provided for in this Addendum.

4. The Agreement between the parties shall be extended up to and including June 30, 1976; there shall be no re-openers during the term of this extension.

**BOARD OF TRUSTEES                      NON-ACADEMIC  
BROOKDALE                                      STAFF  
COMMUNITY COLLEGE                      ASSOCIATION**

W. Preston Corderman /l.s.                      William H. Baird /l.s.  
Chairman    President

Attest:  
Donald H. Smith /l.s.  
Secretary

Attest:  
Samuel J. Falvo /l.s.  
Chairman, Negotiating  
Committee

Dated: February 3, 1975