

BROOKDALE COMMUNITY COLLEGE

Agreement Between Brookdale Community College and the Brookdale Community College Administrative Association

JULY 1, 2007 - JUNE 30, 2010
(July 1, 2006 language changes, as noted)

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PREAMBLE

This Agreement, effective this 1st day of July, 2007, 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 I – RECOGNITION

A. Exclusive and Sole Representative

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining concerning terms and conditions for all administrative and exempt employees of the College whose position titles are indicated on the Classification Schedule identified in Article XVI, Classification and Compensation of this Agreement, except as amended on subsequent Memoranda of Agreement.

B. New Positions and Titles

Whenever the College creates new titles or positions that are within the bargaining unit as recognized, the College shall notify 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. Professional Staff Member Definition

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.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Timing

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, 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. Modifications to this Agreement

1. 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.

2. In the event that any State Regulation and/or Statute intimately affecting terms and conditions of employment is eliminated, the terms and conditions affected shall remain in effect for the life of the Agreement.

ARTICLE III - PROFESSIONAL STAFF MEMBER RIGHTS

A. Anti-discrimination Clause

1. 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. Discipline and Discharge

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. Legal Representation

1. 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 consistent with the law.

2. 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, sex, age, military status, national origin, handicap, marital status or sexual preference.

D. 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.

E. 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 file. 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.

F. Multi-year Contracts

Employees with five years or more of employment at the College and who have two (2) years of evaluations that "Exceed Standards" and with the approval of the appropriate vice president shall receive a two (2) year contract. This clause on all points shall not be subject to grievance or arbitration. The Association will work with the College to have an effective evaluation system.

ARTICLE IV - BOARD AND ASSOCIATION RELATIONSHIP

A. Board Rights and Responsibilities

1. The Board has the responsibility and the authority to manage and direct, on 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.

2. The Association agrees to furnish the Board, in response to formal requests of the Board, public information pursuant to Chapter 73, Public Laws of 1963 (N.J.S.A. 47:1A-1 et. seq.).

B. Association Rights and Responsibilities

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

2. 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 (N.J.S.A. 47:1A-1 et. seq.)

C. Use of Facilities

1. 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 College equipment. The College will provide a private office including furniture and telephone. The Association shall bear the cost of the telephone.

2. 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.

3. 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.

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

D. Printing of Agreements

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.

E. Subcontracting

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

ARTICLE V - PERFORMANCE APPRAISAL

Performance appraisals shall be completed using the Performance Management Program Form.

A. Purpose of Evaluation

Performance evaluations provide an opportunity for employees and supervisors to discuss goals and work objectives, allow employees to be part of the planning process, provide feedback on how well employees are meeting their goals and objectives, and create an atmosphere in which constructive dialog can take place between the supervisor and the employee.

B. Frequency of Evaluations

Each professional staff member will be evaluated annually for the period July 1 to June 30 in writing using the prescribed format no later than September 1.

Professional Staff Members who are employed for more than four (4) months but less than the full fiscal year shall be provided with performance feedback by the evaluation deadline. This may be a modified evaluation using the standard form or it may be a narrative providing strengths and areas for improvement.

Development plans and goals for the following fiscal year will be established for all employees, regardless of length of service, no later than the evaluation deadline.

C. Responsibility for Evaluations

1. 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 that he/she has seen the evaluation even though he/she does not necessarily agree with it. The form provides a comment section for the employees.

ARTICLE VI - NOTICE OF CONTRACT RENEWAL

A. Timelines - For Professional Staff Members with Less than Five Years of Service

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. Professional Staff Members whose positions are fully funded by external grants have no expectation of continued employment beyond the expiration of the budget that funds the incumbent's position. If a grant expires without renewal, employment will terminate at the end of the budget cycle, with or without notice on March 15.

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

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

4. Contracts will be mailed to employees within two (2) days of the May Board of Trustees meeting.

5. Contracts must be returned by employees no later than June 15.

6. In all instances where a date specifically stated above falls on Saturday, Sunday or a holiday, the next immediate working day will prevail.

B. Timelines - For Professional Staff Members with Five or More Years of Service

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 December 15. Failure of the College to send such notice by December 15 shall be construed as an offer of contract. Professional Staff Members whose positions are fully funded by external grants have no expectation of continued employment beyond the expiration of the budget that funds the incumbent's position. If a grant expires without renewal, employment will terminate at the end of the budget cycle with or without notice by December 15.

2. Contracts will be mailed to employees within two (2) days of the May Board of Trustees meeting.

C. Reduction in Force

A RIF Committee composed of two (2) persons appointed by the Association and two (2) persons appointed by the College shall meet to review, discuss and establish appropriate rules for Reduction in Force. The parties agree that RIF during the person's individual contract shall have a two hundred ten (210) calendar day notice for natural diminution and one hundred twenty (120) calendar day notice for all other reasons. This notice claim shall "sunset" (terminate) **6/30/10** unless extended.

ARTICLE VII - POSTING OF VACANCIES

A. Permanent Positions

1. 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 **at least (5)** working days, setting forth the position classification, duties and requirements. Professional Staff Members shall be included

on a distribution list of all vacancy announcements. Failure to receive such individual notice will not be a basis for challenging the appointment of someone to such positions and shall not be grievable or arbitrable.

2. Members of the bargaining unit seeking to be considered for appointment to the vacancy shall make application to the Dean, Human Resources, within ten (10) working days of issue of the notice **or by the closing date, whichever is earlier.**

3. **Qualified Professional Staff Members who make application for all positions covered by Section 1, above, will receive notice of a date for an interview.**

ARTICLE VIII - ASSOCIATION DUES AND DEDUCTIONS

A. Membership Dues

1. The Board agrees to provide, in accordance with applicable laws, for deductions for Alternate Benefits Plan (ABP) or Public Employees Retirement System (PERS) supplemental and/or tax- sheltered annuities and to provide First Financial Federal Credit Union, or other employee benefit deductions (i.e. TIAA mutual funds) for Professional Staff Members who properly authorize the Board to make such payroll deductions pursuant to Chapter 200, Public Laws of 1971 (N.J.S.A. 40A:9-17).

2. 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 NJ Public Laws of 1969 (N.J.S.A. 52:14-15.9 (e)) and under rules established by Law. 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.

3. 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 (30) days prior to the effective date of such change.

B. Representation Fee

1. The Association represents to the College that it shall comply with all the requirements of the Representation Fee Law and the College expressly relies in this representation.

2. Consistent with current practice, the Office of Human Resources shall submit to the Association President, after each orientation date, a list of names of employees eligible to be covered by this contract. The College in compliance with State Law and this Agreement will deduct from non-union employees in this bargaining unit, a representation fee not to exceed 85% of the amount set for Association members. This amount will be certified by the NJEA as allowed by Law.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a bargaining unit member or members. An "aggrieved person" is the person or persons or the Association making the claim. A "party of interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance must be initiated within thirty (30) working days from the time the employee or Association 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.

2. Informal - Step One

An employee with a grievance shall first discuss it with the immediate superior within thirty (30) days, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Nothing in this procedure shall be interpreted to mean that employees cannot discuss their concerns on an informal basis without initiating the grievance procedure.

3. Formal - Step Two - Dean or College Officer's Level

If the aggrieved person is not satisfied with the disposition of the grievance at Step One (the informal stage), or if no decision has been rendered within five (5) working days after the presentation of the grievance, he/she may file the grievance in writing within five (5) working days. The written grievance shall be presented to the appropriate Dean or College Officer.

4. Formal - Step Three - President's Level

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two (Dean or College Officer level), or if no decision has been rendered within five (5) working days after the grievance was delivered, he/she may, within five (5) working days request in writing that the grievance be advanced to Step Three, the President's level. The grievance shall be heard by the President or his designee (not Step Two hearing officer). The designee may be an appropriate cabinet member.

5. Request for Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance at Step Three (President's level), or if no decision has been rendered within five (5) working days after the grievance was delivered, 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.

D. Arbitration

1. 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.

2. 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 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.

3. The following shall not be submitted 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 submitted to arbitration.

4. 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.

E. Rights to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself 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.

F. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of Professional Staff Members, the Association may submit such grievance in writing directly to the President with copies to Dean of Human Resources 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.

G. Meetings and Hearings

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.

H. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

I. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE X - FRINGE BENEFITS AND LEAVE PROVISIONS

A. Tuition Waiver

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 Professional Staff Members and their families (spouse and dependent children, according to New Jersey State Health Benefits criteria) shall be permitted to take up to two (2) courses not to exceed eight (8) credit hours. It is understood that notwithstanding the foregoing, an employee may take three (3) one (1) credit courses each term. These courses shall be pursued without interference with the employee's regular work schedule.

2. Dependent children of bargaining unit members who are entitled will be permitted to attend Brookdale Community College for four (4) long semesters without charge, exclusive of fees.

B. Tuition Reimbursement

The College shall extend tuition reimbursement for three (3) courses not to exceed twelve (12) credits per fiscal 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 three (3) courses not to exceed twelve (12) credits per fiscal 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. Insurance Benefits

The College and Association will work jointly to reduce insurance benefit costs. The insurance benefit program for full-time employees shall include:

1. Medical – Traditional Plan, HMOs , and POS as provided by New Jersey State Health Benefits Plan for a full-time employee and eligible dependents at the expense of the College. Eligibility date shall be determined by the State Health Benefits Plan; presently, it is sixty (60) days following date of hire.

2. The Health Benefit Premium obligation of the College shall be subject to a CAP using **6/30/10** as the base date for that CAP. However, the CAP shall not be applied prior to agreement to a successor contract.

3. Short-Term Disability Insurance that compensates at the rate of seventy percent (70%) of the weekly wage of the full-time employee to a maximum of \$750.00 per week for a period of twenty-six (26) weeks. Eligibility date: Fifteenth (15th) day of disability.

4. Dental Plan - Shall be a Usual, Reasonable and Customary (URC) fee plan with a yearly deductible of \$100 for single and \$200 for husband, wife/family. The maximum benefit, per person, is \$1,500. The College's contribution to the Dental Plan shall be \$582.84 per year.

D. Summer Camps

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

E. Leaves of Absence

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 required before an employee shall enter a leave status:

1. Personal Days

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. **Any employee may be required to provide proper justification for use of personal leave days.**

2. Sick Leave

Full-time employees shall accrue sick leave with pay at the rate of one and one-quarter (1 1/4) days per month worked and may accumulate sick leave without limit. **Any employee may be required to provide proper justification for use of sick leave days.**

3. Bereavement Leave

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. **Any employee may be required to provide proper justification for use of bereavement leave days.**

4. Jury Duty

Full-time employees, who are summoned for jury duty, shall receive their salary while serving as a juror. A copy of the order to jury duty shall be presented to the immediate supervisor before such leave is entered upon. Eligibility shall begin on the first day of employment.

5. Military Leave

a. 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. This provision shall also apply to any professional staff member required to report for temporary duty, provided the entire unit is activated and the orders are not requested by the employee.

b. 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:

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

6. Child Rearing Leave

a. All members of the bargaining unit shall be covered for Child Rearing Leave as provided by our short-term disability carrier in combination with State and Federal Family Leave Acts.

b. 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 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 leave in conformity with the law and rules and regulations established by the appropriate State departments.

c. A full-time Professional Staff Member who has completed one year of continuous service shall be entitled to child rearing leave of up to one year without pay, commencing immediately following Short-Term Disability or adoption. 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 child rearing 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 child rearing leave.

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 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 appropriate Officer of the College to determine the benefits which shall accrue to the individual requesting the sabbatical leave and to the College community.
- e. Letters of application shall be forwarded along with recommendations by the appropriate 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 (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 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 (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 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.
- l. A report detailing the accomplishments of the Sabbatical Leave will be filed with the supervisor to whom the Professional Staff Member reports upon return from Sabbatical Leave.

8. Transitional Sabbatical

The College will provide the opportunity for up to two Professional Staff members for a special project designated by the College. The transitional sabbatical will be one year in length and the

Professional Staff Member will receive compensation equal to one-half (1/2) of base salary. Prior to accepting the transitional sabbatical, the Professional Staff Members will certify that they will not be returning to Brookdale to work after completing the sabbatical.

9. 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 by the College while an employee is on a Special Purpose Leave of Absence; however, the employee may retain his/her eligible fringe benefits by paying for all premiums on insurance programs, pension plan, etc. Neither will such an employee gain a salary increase credit during a Special Purpose Leave.

ARTICLE XI - MILEAGE AND MEALS

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 same rate established by the Internal Revenue Service (IRS) per mile.

B. The College agrees to provide for meal allowance of not more than ten dollars (\$10) to an employee who is required to work at least two (2) hours beyond quitting time. Any claim for dinner payment shall be accompanied by a receipt as evidence of the expenditure as claimed; employees scheduled to work second or third shift shall be exempted from this provision. The College shall provide an additional meal allowance not exceeding \$7.50 for each additional four (4) hours thereafter.

ARTICLE XII -WORK WEEK

A. Normal Work Week

1. The normal work week for Professional Staff Members shall not be less than thirty-seven and one-half hours (37 1/2) 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 workload.

2. From **June 1 to August 15, the normal work week will be reduced by one-half (1/2) hour per day (7.5 to 7 hrs/day minimum), from not less that thirty-seven and one half (37.5) hours to not less that thirty-five (35) hours per week, exclusive of lunch hours and scheduled during a full calendar week.**

3. 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.

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

5. 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.

B. Compressed Work Week

In an effort to foster a family friendly environment the parties recognize the implementation of a Voluntary Compressed Work week plan as advisable. Plan participation shall be voluntary; however, schedules shall normally be in effect for a minimum of four months. Workflow considered, offices shall be encouraged to be flexible in establishing and changing work schedules.

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

1. The College shall retain the right to determine appropriate schedules.
2. The employees may volunteer to work an alternative work schedule provided that the employee works 37.5 hours in a week. The College shall agree to consider such requests; however, the supervisor shall have the discretion to approve or disapprove such requests.
3. The College shall continually review the efficacy of work arrangements. Employees shall be entitled to a minimum of two weeks notice prior to changing schedules, unless a shorter period is agreed to by the employee. A maximum of four weeks notice may be appropriate in unique situations.
4. The College may return to the "normal" 5-day work week schedule as long as appropriate notice is provided.
5. Employees shall return to the "normal" 7.5 hour day work schedule whenever there is a scheduled holiday during the compressed work schedule, except that employees who have scheduled student contact hours shall keep their individual schedules. In the event that a holiday is "made up", these employees shall continue to work their individual established schedules according to the College's calendar.
6. In the event of an unscheduled closing, (i.e., snow, power outages) affected employees shall be granted administrative leave equal to the amount of hours scheduled to work that day.
7. Decisions regarding work schedules are not subject to a review process nor to the grievance procedure.

EXAMPLES OF WORK SCHEDULES

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

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

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

An employee whose regularly scheduled day of work falls on a holiday or a day their office or the college is closed due to an emergency, snow day or other authorized reason shall receive wages for the number of hours scheduled to work; however, if the employee is not scheduled to work on a day of a holiday or on a day the college is closed due to any emergency, snow day or other authorized reason, they shall not receive compensation for that day.

ARTICLE XIII - VACATION LEAVE

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. Vacation accrual for purposes of carry over each June 30th shall be limited to a maximum of 44 days. Vacation accrual for purposes of payment upon termination or retirement shall be limited to the same maximum.

ARTICLE XIV - HOLIDAYS

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
- Thanksgiving Day
- Martin Luther King Day
- Memorial Day

In the event employees are scheduled to work on a holiday they shall receive adequate advance notice of the requirement to work. Alternate holiday arrangements may be made by offices where work schedules dictate. Employees shall have an optional day off for any holiday worked. The day off shall be scheduled at a mutually agreed upon date.

B. Administrators will be compensated by two (2) floating holidays to be taken within the fiscal year with prior supervisory approval. Unused floating holidays will not accumulate from one fiscal year to the next.

C. 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. This shall not apply to Section D of this Article.

D. The College shall be closed between December 24 and January 1. If January 1st falls on a Sunday, the College shall be closed the following Monday. In the event employees are scheduled to work when the College is closed, an alternate day off will be scheduled at a mutually agreed upon date.

ARTICLE XV - PART-TIME EMPLOYMENT

A. The second right of refusal (the first right is given to qualified full-time Brookdale faculty members) to teach credit courses 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 Division Chairperson or academic administrator. Under this provision, a Professional Staff Member may be granted two (2) such sections per term. Compensation shall be at the part-time rate as established by the faculty contract.

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

ARTICLE XVI - CLASSIFICATION AND COMPENSATION

A. The following COMPENSATION SCHEDULE shall be in effect **7/1/07 -6/30/08**.

General Wage Increase of **4%**

BAND	MINIMUM	MAXIMUM
A6	\$73,787	\$119,039
A5	\$61,527	\$104,622
A4	\$51,759	\$86,991
A3	\$44,226	\$73,852
A2	\$41,012	\$69,905
A1	\$38,190	\$55,042

B. The following COMPENSATION SCHEDULE shall be in effect **7/01/08 - 6/30/09**.

General Wage Increase of **\$1,176 + 2%**

BAND	MINIMUM	MAXIMUM
A6	\$76,001	\$122,610
A5	\$63,373	\$107,761
A4	\$53,311	\$89,600
A3	\$45,553	\$76,068
A2	\$42,242	\$72,002
A1	\$39,336	\$57,244

C. The following COMPENSATION SCHEDULE shall be in effect **7/1/09 -6/30/10**.

General Wage Increase of **\$1,225 + 2%**

BAND	MINIMUM	MAXIMUM
A6	\$78,281	\$126,289
A5	\$65,274	\$110,994
A4	\$54,911	\$92,288
A3	\$46,920	\$78,350
A2	\$43,509	\$74,162

A1

\$40,516

\$59,533

D. Out of Band Compensation

Employees above maximum shall receive one half (1/2) of the general wage increase added to their base salary.

E. Notwithstanding D, above, when a job is reclassified to a lower level, the employee shall not be reduced in salary but the College shall retain the right to freeze the pay of the employee retained until the lower band maximum is set above the employee's salary. This provision shall in no way restrict the College to lay off a bargaining unit member. This clause shall not be grievable or arbitrable.

F. Professional Staff Member positions have been assigned to the BAND CLASSIFICATION SCHEDULE AS FOLLOWS:

BAND SIX

Director Branch Campus

Director Financial Aid

Director Health Sciences

Director Materiel & Printing Services

Director Student Affairs & Support Services

Director Student Development Services

Executive Director Auxiliary Services

Executive Director Business & Community Development

Executive Director Foundation/Alumni Affairs

Executive Director Library

Executive Director Planning, Assessment & Research

Executive Director The Brookdale Network

Registrar

BAND FIVE

Director Athletics & Recreation

Director Business Training

Director Career Training

Director College Store

Director Community Outreach

Director Community Services Marketing & Program Development

Director Dining Services

Director Educational Opportunity Fund

Director Experiential Learning & Career Services

Director Facilities

Director Grants & Institutional Development

Director Institutional Research & Evaluation

Director Recruitment Services

Director Small Business Development

Director Student Services, Higher Education Centers

Director Teaching & Learning Center

Director Transfer Resources/Articulation Officer

Manager Accounts Receivable

BAND FOUR

Account Manager

Associate Director Athletics & Special Projects

Associate Director Creative Services

Associate Director Financial Aid

Associate Director Student Life & Activities

Associate Director Transfer Resources

Associate Registrar

Director Adult Basic Education

Director Children's Learning Center

Director Disability Services

Director Higher Education Center

Director International Center

Events Administrator

Manager Audio Production Services

Manager Brookdale Network

Manager Conference Facility Services

Manager Distribution & Technical Services

Manager Educational Services Systems

Manager Healthcare Training

Manager Information Commons & Library Systems

Manager Payroll

Manager Print Shop

Manager Public Relations

Manager Radio Station

Manager Sandy Hook Field Station

Manager Student Records Systems

Manager Testing Services

Program Manager Technology Services

Senior Analyst Market & Survey Research

Student Services Generalist

Web Developer

BAND THREE

Account Representative

Administrator Assessment

Administrator Educational and Outreach Services

Administrator Foundation

Administrator Health Sciences

Administrator Marketing Services

Administrator Operations

Administrator Payroll

Administrator Scheduling Services

Administrator Student Development Services

Admissions Representative

Assistant Athletic Director Head Trainer

Assistant Director Small Business Development

Career Services Representative

College Nurse

Coordinator Accounts Receivable
Coordinator Displaced Homemakers Program
Coordinator ESL Vocational Education
Coordinator Grants & Special Projects
Division Administrator
Program Administrator
Program Administrator Automotive Technologies/Special Initiatives
Program Coordinator
Supervisor Textbooks
Supervisor Cable Channel
Supervisor College Store Operations
Supervisor Common Services
Supervisor Dining Services
Supervisor Printing Services
Supervisor Theater Production
Technical Administrator PAC
Web Administrator

BAND TWO

Assistant Director Urban Services
Chef/Coordinator Food Services
Coordinator Accounts Payable
Coordinator College Relations
Coordinator Conference Facility Services
Coordinator Development
Coordinator EOF
Coordinator Facilities

Coordinator Foundation & Alumni Affairs

Coordinator Grants
Coordinator Graphic Artist/Design
Coordinator International Center
Coordinator Learning Disabilities
Coordinator Materiel Services
Coordinator PAC
Coordinator Program Assistant & Marketing Outreach
Coordinator Student Life
Coordinator Web/Graphic Design
Programming Coordinator
Program Coordinator Tech Prep
Supervisor Catering
Supervisor Distribution & Technical Services
Supervisor Library

BAND ONE

Administrative Assistant
Administrative Assistant Brookdale Network
Administrative Assistant College Store
Administrative Assistant Facilities
Administrative Assistant Planning, Assessment & Research

Administrative Assistant Registration
Administrative Assistant Transfer Resources
Coordinator Children's Learning Center
Coordinator Mail Services

G. Acting / Interim Positions

In order to provide for continuity of services, a Professional Staff Member may be appointed to serve in an acting or interim capacity in a position higher than his/her band. Professional Staff Members serving in such capacity shall be compensated five percent (5%) per annum per band prorated above their base salaries, the minimum of the band or \$3,000, whichever is highest. Such increase shall not exceed the third quartile value of the salary range. This provision shall not apply within band or lower band acting or interim assignments.

H. Promotion to Higher Band Position through Bona Fide Search

1. A Professional Staff Member who is promoted to a higher band position through a bona fide search shall be entitled to a five (5%) percent salary increase per band, or \$3,000, or the minimum of that band, whichever is highest, while rendering satisfactory performance in that position. Such increase shall not exceed the third quartile value of the salary range.

2. Regular Positions – Internal candidates who are chosen through a bona fide search for a regular position that has become vacant shall have the same right to negotiate starting salary as an external candidate.

I. Movement to a Lower Band Position through Bona Fide Search

The compensation for a Professional Staff Member who is selected for a lower band professional staff position through a bona fide search shall be determined as follows:

1. First occurrence moving one band lower:

No compensation change if the individual applies for, is offered, and accepts a position at one band level below current position, except that the salary shall not exceed the maximum of the lower band. This “hold harmless” provision is limited to a single occurrence during the individual’s employment as a Professional Staff Member with the College. Additionally, subsequent movement up one band (to the original band) will not result in an increase in salary.

2. Second or subsequent occurrence, or movement to a position that is 2 or more bands lower: Adjustment in compensation will be to the same relative position within the new band. Additionally, subsequent movement up to or above the original band will not result in a higher salary than if movement to the lower band(s) had not occurred.

3. This provision is not grievable or arbitrable.

J. Reclassification Compensation

A Professional Staff Member whose position is reclassified to a higher salary band shall be entitled to a five (5%) percent salary increase per band, or \$3,000, or the minimum of that band, whichever

is highest, while rendering satisfactory performance in that position. Such increase shall not exceed the third quartile value of the salary range.

K. Longevity Program

A longevity program shall be established at \$250 in base for 25 years of service which will be granted effective on the employee's anniversary date.

L. Band Reclassification

The parties recognize the need to be flexible in the assignment of duties to meeting the changing needs of the College. Additional assignments within the overall scope of the position or realignment of duties within the position are considered normal management practices.

The parties agree to the following procedures for the Band reclassification of positions due to a change in the overall job responsibilities and/or duties of the position in accordance with the Mercer Factors.

1. Incumbent Requests for Band Reclassification of Position

a. The incumbent must complete the Position Analysis Questionnaire and proposed revisions to the job description. Additional information may be requested as appropriate.

b. The supervisor and appropriate Cabinet Officer must provide written support for the reclassification of a position. Absent the Cabinet Officer approval, a reclassification review shall not proceed. The written denial to move forward is not subject to the grievance procedure.

c. The Dean of Human Resources or his/her designee will schedule a formal meeting with the employee **and/or supervisor** to review the reclassification documentation within fifteen (15) calendar days of the receipt of **all required documents**.

d. The Dean of Human Resources shall render a final decision and shall notify the employee, the supervisor, the Association and the appropriate Cabinet Officer. Reasons shall be given in writing for any denial of change in band placements.

2. Appeal

a. The employee may appeal the decision of the Dean of Human Resources to the President within fifteen (15) calendar days of receipt of the Dean's decision.

b. The appeal shall be in writing and shall be accompanied by all previous documentation.

c. The President or his/her designee (not the Dean of Human Resources) shall hold a meeting with the employee and/or the supervisor within fifteen (15) calendar days of receipt of the appeal.

d. The President shall render a final and binding decision in writing and notify the employee and the Association.

e. Said decision shall not be subject to the grievance procedure.

3. Association Involvement

The Association shall be notified of any **Professional Staff Member's** request for band reclassification **of his/her position** and may be present at all scheduled meetings, if they so choose.

ARTICLE XVII – PATENT AND COPYRIGHT

A. All property rights in books, software and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books or designed or invented such equipment, including any books or software developed or designed by any staff member 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 be subject to paragraph C hereof, including:

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

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

B. The property rights and joint projects of staff members undertaken either as part of 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.

C. Notwithstanding the property rights of any staff member or members in any books, software, or equipment published, developed or designed by said staff member or members, Brookdale Community College shall, to the extent of that said book, software, or equipment was written 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, software 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, commission 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, software, or equipment, not to exceed the staff member's pay rate for a like amount of time for his/her particular salary category and such other costs as may be involved in the project.

Once reimbursement of 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, software, or equipment to any purchaser thereof shall belong exclusively to the staff member or members.

D. The College shall have non-transferable rights, in perpetuity, to unrestricted use within the College of all courses, inventions, discoveries or writings made or authorized by members of the staff while employed by the College.

Further, the College shall have the right to use all non-patented and non-copyrighted courses, 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.

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

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

ARTICLE XVIII - DURATION OF AGREEMENT

- A. The Agreement shall be effective July 1, **2007** and continue in effect until June 30, **2010**.
- 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 present to be signed by their duly authorized officers on **May 26, 2006**

Board of Trustees
Brookdale Community College

Brookdale Community College Administrative
Association

Attest:

Attest:

Mr. Howard Birdsall/l.s. Chairperson

**Mr. Frank Lawrence/l.s.
President**

Dr. Peter F. Burnham/l.s. President

**Ms. Norah Kerr-McCurry/l.s. Chairperson,
Negotiating Committee**

New or changed provisions are identified in **bold** face.

Language that is effective July 1, 2006 as agreed in the Memorandum of Agreement dated, July 6, 2006, is identified in **bold** and underlined.

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Brookdale Community College is an equal opportunity education institution and does not discriminate on the basis of race, color, national origin, ancestry, age, sex, sexual orientation, marital status, disability, or any other protected class, as defined by the New Jersey Law Against Discrimination, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1991 and all other applicable laws.

For further information, please contact the Diversity Management Officer at 732-224-2284 or the Director of Disability Services at 732-224-2729.

765 Newman Springs Road
Lincroft, New Jersey 07738-1543
732-224-2345

www.brookdalecc.edu