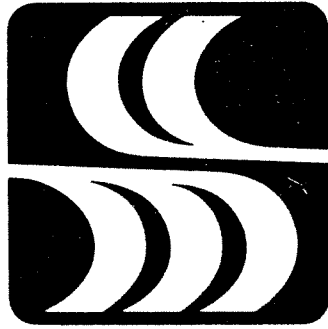


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NOT CIRCULATE

**Brookdale  
Community  
College  
and  
Non-Academic  
Staff  
Association  
1976-1978**

7/1/76 - 6/30/78

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**AGREEMENT**

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**AGREEMENT BETWEEN**

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**BROOKDALE COMMUNITY COLLEGE**

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**AND**

---

**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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## **PREAMBLE**

This Agreement, effective the ~~1st day of July, 1976~~, is made by and between Brookdale Community College, hereinafter referred to as the "College" and the Non-Academic Staff Association, hereinafter referred to as the "Association."

The parties hereto agree with each other as follows:

## **ARTICLE 1 RECOGNITION**

---

1.1 The College recognizes the Association as the sole and exclusive bargaining agent of the non-academic staff excluding supervisory personnel, exempt-administrative staff, Officers of the College, Police Force personnel, and confidential secretaries (to include secretaries to the following positions: President, Executive Assistant to the President, Vice Presidents, Executive Director for Public Affairs, Director of Personnel Services, Director for Research, and Director, Campus Services).

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

## **ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT**

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2.1 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 members in the bargaining unit. Such negotiations shall begin not later than October 1 of the calendar year in which this present Agreement expires. Any Agreement so negotiated shall be reduced to writing and submitted for ratification to the College and the Association by their duly authorized representatives. The Agreement, when ratified by the College and the Association and signed by the parties, shall be adopted by the College.

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

### **ARTICLE 3**

#### **COLLEGE AND ASSOCIATION RELATIONSHIP**

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

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

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

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

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

**3.6** The College, upon formal request of the Association, and following approval of the administration, shall permit the Association to use the facilities of the College for the purpose of Association meetings. Such approval shall not be unreasonably withheld and shall be in accordance with the rules and procedures of the College in force at the time of the request. Furthermore, upon similar request and approval, the Association shall be allowed the use of equipment of the College, including typewriters, mimeographs, duplicating machines, calculators, and audio-visual equipment.

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

**3.8** The Association shall have access to the campus mail

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

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

**3.10** The College and the Association agree to share equally the full cost of reproducing not more than five hundred (500) copies of this Agreement in the print shop of the College.

**3.11** The College agrees to grant the President of the Association or a designee of the President of the Association an average of four (4) hours per month to handle NASA matters.

**3.12** The College shall provide written notice to the President of the Association whenever a member of the bargaining unit is terminated, regardless of the reason, within ten calendar days of the termination.

**ARTICLE 4  
WORKING CONDITIONS**

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**4.1** Normal hours for regular employees working a thirty-seven and one-half (37½) hour work week shall be seven and one-half hours per day, exclusive of lunch periods, and scheduled during a full calendar week. The normal hours for regular employees working a forty (40) hour work week shall be eight (8) hours per day, exclusive of lunch periods, and scheduled during a full calendar week.

**4.2** Starting times and shifts shall continue to be based

upon the operating needs of the departments and shall be established by the College.

**4.3** Overtime compensation and the methods by which overtime payments are made shall be consistent with the requirements of the Fair Labor Standards Act.

**4.4** The College and the Association agree to continue the Safety and Health Committee which shall consist of an equal number of College and Association representatives. The President of the Association, or a designee, shall serve as a member and appoint two other members to the committee. The Director of Personnel, or his designee, shall serve as a member and appoint two other members to the committee.

**4.5** Employees regularly assigned to the Central Heating Plant and employees who are classified as Custodians shall be entitled to the following shift differentials:

- a) Those employees who are regularly assigned to the second shift shall be entitled to a differential of twelve (12) 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 fifteen (15) cents per hour for each hour worked.

**4.6** The College agrees to reimburse employees 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.

**4.7** The College agrees to pay not more than eighteen (18) dollars per night for lodging when an employee is required by the College to be away overnight. As an ex-

pense allowance, the College further agrees to pay not more than fourteen (14) dollars per day for meals when an employee is required by the College to be away from home.

**4.8** The College agrees to provide dinner payment of not more than five (5) dollars to an employee who is required to work at least two 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.

## **ARTICLE 5**

### **PROBATIONARY PERIODS**

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

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

**ARTICLE 6  
LATENESS AND ABSENCE WITHOUT  
APPROVED LEAVE**

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**6.1** Employees shall be responsible to notify their immediate supervisor prior to the beginning of their assigned period of duty if they are to be tardy or absent.

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

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

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

**ARTICLE 7  
POSTING OF VACANCIES**

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

**7.2** Vacancy notices shall be sent to employees on layoff.

**7.3** Employees seeking to be considered for appointment

to the vacancy shall make application to the Director of Personnel within five (5) working days of the date of issue of the notice.

7.4 Employees who make application for appointment to a vacancy will be scheduled for an interview within five (5) working days of the closing date listed by the notice.

## **ARTICLE 8 PROMOTION AND TEMPORARY ASSIGNMENT**

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

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

## **ARTICLE 9 SENIORITY**

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

9.2 An employee shall be considered to have job classification seniority upon successful completion of the probationary period for that job. Job classification seniority

shall accumulate until there is a break in service.

**9.3** A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off.

**9.4** An employee, who is recalled after a period of lay-off, shall be considered to have retroactive and continuing seniority upon the effective date of return to work.

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

## **ARTICLE 10 REDUCTION IN FORCE**

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**10.1** Regular employees within a job classification shall not be laid off before any temporary or permanent part-time employees serving within the same job classification.

**10.2** The College shall provide, as a minimum, two (2) weeks notice of impending layoff to any regular employee affected.

**10.3** Job classification seniority shall be the factor to be considered in determining which regular employees shall be laid off. If job classification seniority is equal, then length of service with the College shall be determining. If job classification and length of service are equal, a drawing will determine the order of layoff.

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



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

## **ARTICLE 11 BUMPING PROCEDURE**

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Regular employees affected by layoff shall be given the opportunity for continuity of employment in accordance with the following procedure and in the sequence as herein set forth:

a) Such employees who shall have received the minimum of two weeks notice of layoff shall continue in the position and at the expiration thereof be assigned by the College to any equated vacant position in which the employee had earlier gained job classification seniority.

b) When no vacancies exist as described in "a" above, the employee shall be considered for assignment to equated vacant job classification for which the employee can furnish evidence of qualification by virtue of education, or related training, or experience. Such qualifications shall be judged by the College and the determination shall include the participation of the supervisor in whose area the vacancy exists. An employee found to be qualified at the entry level as set forth in the job classification shall be so assigned. Whenever an employee is found to be qualified at the entry level for more than one equated vacant job classification, no assignment shall have been made until there has been a consultation between the Director of Personnel Services and the employee. Any employee so assigned may be subject to a performance evaluation on or after thirty days in the job classifica-

tion. In the absence of acceptable performance at the end of ninety days, the employee shall be laid off and subject to recall provisions elsewhere contained within this agreement.

c) In the event there are no vacancies as described in "a" and "b" above, the employee shall displace or bump the least senior person within the job classification title where the layoff or reduction in force has occurred and the employee has been affected.

d) Whenever an employee can not exercise the provisions of "c" above, the employee shall be able to displace or bump the least senior person in an equated job classification for which the employee can furnish evidence of qualification by virtue of education or related training or experience provided the employee possesses seniority rights superior to the least senior persons in such positions. Such qualifications shall be judged by the College and the determination shall include the participation of the supervisor in whose area the position exists. An employee found to be qualified at the entry level as set forth in a job description for a job classification title shall be so assigned. Whenever an employee is found to be qualified at the entry level of more than one equated or lower rated position, no assignment shall have been made until there has been a consultation between the Director of Personnel Services and the employee. Any employee so assigned may be subject to a performance evaluation on or after thirty days in the position. In the absence of acceptable performance at the end of ninety days, the employee shall be laid off and subject to recall provisions elsewhere contained within this agreement.

e) Should the employee not be able to exercise bumping rights as described in "d" above, the employee shall bump the least senior person in a job classification in which the employee had earlier gained seniority rights ahead of the least senior person.

f) Whenever the employee is not able to exercise bumping rights as provided in "e" above, the employee shall be assigned to any lower rated vacant job title in which the employee had earlier gained job classification.

g) When no vacancies exist as described in "f" above, the employee shall be considered for assignment to any lower rated vacant job classification for which the employee can furnish evidence of qualification by virtue of education, or related training or experience. Such qualification shall be judged by the College and the determination shall include the participation of the supervisor in whose area the position exists. An employee found to be qualified at the entry level as set forth in the job description for the job classification shall be so assigned. Whenever an employee is found to be qualified at the entry level for more than one lower rated vacant job classification, no assignment shall be made until there has been a consultation between the Director of Personnel Services and the employee. Any employee so assigned may be subject to a performance evaluation on or after thirty days in the position. In the absence of acceptable performance, the employee shall be laid off and subject to recall provisions contained within this agreement.

h) An employee who exercises rights accorded by this procedure, when entering upon or having been assigned to an equated position, shall continue to be

paid at the same rate of pay earned in the title occupied at the instant of the layoff or reduction in force. When entering upon or having been assigned to any lower rated position, the employee shall be paid in the same ratio as was the rate of pay to the minimum of the title occupied at the instant of the layoff or reduction in force but not to exceed the maximum of the range for the lower rated title.

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

## **ARTICLE 12 RECALL**

---

**12.1** The name of the regular employee who is laid off shall be placed on a special re-employment list for the job classification of the employee. The most senior person laid off from that classification shall have prior recall rights. No new employee shall be hired for that job classification until all employees on layoff in the classification desiring to return to work shall have been recalled provided such employees on layoff are capable of returning to work and performing the duties required in the job classification. The preferential list shall be in effect for one (1) year from the effective date of layoff.

**12.2** Regular employees shall be recalled to work in the reverse order of layoff.

**12.3** A regular employee on layoff shall provide the Col-

lege with any change of address while awaiting recall. Notice of recall shall be made in writing by certified mail return receipt requested, to the last record of the employee's address.

**12.4** A regular employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall, or within ten (10) calendar days of the mailing, or be considered to have abandoned recall rights and resigned.

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

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

### **ARTICLE 13**

#### **PERFORMANCE EVALUATION**

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**13.1** Regular employees shall be evaluated at least once per year during the month of May.

**13.2** The purpose of performance evaluation shall be to assess the quality of an individual's performance and when required to offer corrective and helpful remedies to improve performance which is below the acceptable standard.

**13.3** Performance evaluation will be based upon observa-

tions of performance related to functional responsibilities delineated in the job description for the title occupied by the employee.

**13.4** Performance evaluation will be recorded on forms prepared for such purpose and a copy will be filed in the personnel folder of each employee. Provision shall be made for the attachment of comments by the employee.

**13.5** Performance evaluations will be conducted by the immediate supervisor of the employee. Following a performance evaluation, the supervisor will hold an interview or personal conference with the employee within a reasonable time.

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

## **ARTICLE 14**

### **FRINGE BENEFITS**

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**14.1** Regular employees shall be permitted by the College to take not more than six (6) credits of course work each term at the College for which tuition only shall be waived; other fees and charges incident to the course shall be assumed by the employee, it being further provided that the minimum enrollment for the course has been met, and provided that at all times tuition students shall have priority of enrollment in any course.

**14.2** 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 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.

**14.3** The insurance benefit program for regular employees shall include:

a) 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.

b) Major Medical Insurance with a maximum benefit of \$20,000 for 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.

c) Short Term Disability to compensate at the rate of seventy (70) percent of the weekly wage of the em-

ployee to a maximum of \$250 per week for a period of twenty-six (26) weeks. Eligibility shall commence on the fifteenth (15th) day of disability.

**14.4** Regular employees 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:

a) Regular 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 the employee is scheduled to be at work. Such use shall include the observance of religious holidays but shall not include days immediately before, or after, a scheduled College holiday nor for vacation or recreation purposes. Eligibility begins after ninety (90) days of continuous employment and shall not be available during any probationary period. There shall be no accumulation attached to this privilege.

b) Regular 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.

(c) Regular 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.

d) An employee may be required to provide proper justification of use of leave days as specified above in "a," "b" and "c."

e) Regular employees who are summoned for jury duty, shall receive their regular straight time wages 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.

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

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

be entitled to re-employment in the same job classification or equivalent at the salary and seniority which would have been attained had not there been a draft or recall, providing that:

1) The returning employee presents a certificate of satisfactory completion of military services; and

2) Application for 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

3) Provided the employee is able to perform the duties of the former position.

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

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

j) A regular employee who has completed one (1) year

of continuous service may be granted a maternity or child care leave of absence without pay for a maximum period of one (1) year. No fringe benefits shall be paid by the College while the employee is on maternity or child care leave.

## **ARTICLE 15 VACATION**

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

a) Up to five (5) years of service with the College; five-sixths (5/6) per day per month worked or a maximum of ten (10) days per year.

b) Over five (5) years, but not exceeding twelve (12) years of service, with the College; one and one quarter (1¼) days per month worked or a maximum of fifteen (15) days per year.

c) Over twelve (12) years of service with the College, one and two-thirds days per month worked or a maximum of twenty (20) days per year.

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

**15.3** Each July 1 regular employees shall be eligible to carry forward an accrued amount of vacation leave equal to two (2) year's entitlement. Leave in excess of that amount shall be forfeited each June 30.

**15.4** No regular employee shall be scheduled to take more

than the maximum vacation allowance earned in a year at any one time except upon prior approval of the supervisor.

**15.5** Insofar as it shall be possible, the College will offer regular employees their choice of vacation times. During May of each year the Personnel Office shall prepare and distribute a record of vacation time accrued. Vacation schedules shall be prepared by the supervisor subject to approval of the appropriate Officer of the College. Whenever two (2) or more employees in the same area wish to vacation at the same time, the schedule shall be determined by the supervisor. If an employee's absence shall seriously hamper the workflow of a department, the employee may be asked to re-schedule vacation to accommodate the workload of the department.

## **ARTICLE 16**

### **HOLIDAY SCHEDULE**

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

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

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

- a) The working day immediately preceding Christmas Day.
- b) The working day immediately preceding New Year's Day.

## **ARTICLE 17**

### **PAYROLL DEDUCTIONS**

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

**17.2** The College agrees to deduct from employees' wages the dues for New Jersey Education Association or the National Education Association as said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Higher Education. Said monies, together with current records of any correction, shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made.

**17.3** Each of the associations named above shall certify

to the College, in writing, the current rate of its membership dues and the members thereof. Any association which shall change the rate of its membership dues shall give the College reasonable written notice prior to the effective date of such change.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

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

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

### **Step One**

The grievance shall be discussed with the employee involved and the Association representative with the Director of Personnel or a designated representative. The answer

shall be in writing and made within three (3) working days by the Director of Personnel to the employee with a copy to the Association.

### Step Two

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

### Step Three

If the grievance is not settled at Step Two, then the aggrieved employee and the Association shall have the right within five (5) working days to submit the grievance in writing to the President of the College, or a designated representative who shall answer such grievance within seven (7) working days after submission in writing to the Association with a copy to the employee.

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

**18.4** If the aggrieved person is not satisfied with the disposition of a grievance at Step Three, within five (5) working days of the disposition at that step, the grievant and the Association shall present written notice to the

Director of Personnel Services of an intention to submit the grievance to arbitration. The arbitrator shall be selected from a panel requested from the Public Employment Relations Commission (PERC) by the parties in accordance with the procedures of the Commission.

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

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

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

**18.8** When there is evidence or proof to support a claim by the Association that a grievance affects a class of regular employees, the Association may appeal in writing to Step Two.



**ARTICLE 19**  
**WAGE AND CLASSIFICATION SCHEDULE**

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**19.1** The following WAGE AND CLASSIFICATION SCHEDULE is established. Minimum rates and maximum rates as set forth shall be effective from July 1, 1976 to June 30, 1977. On July 1, 1977 a 4% increase shall be applied to these same minimum rates and maximum rates.

<u>Grades</u>	<u>Titles</u>	<u>Minimum</u>	<u>Maximum</u>
A	Delivery Clerk Mail Clerk Office Clerk Storekeeper Cashier	\$ 5,433	\$ 7,062
B	Accounting Assistant Control Clerk Custodian Food Services Worker Maintenance Staff I Keypunch Operator I Office Assistant I Production Technician I	\$ 6,027	\$ 7,955
C	Accounting Assistant II Admissions & Records Assistant I Campus Services Assistant Composer Operator Custodian-Fireman Day Care Aide Keypunch Operator II Media Assistant I	\$ 6,686	\$ 8,960

	Office Assistant II		
	Production Assistant II		
	Student Development Assistant I		
	Switchboard Operator		
D	Admissions & Records Assistant II	\$ 7,418	\$10,089
	Console Operator I		
	Lead Custodian		
	Maintenance Staff II		
	Media Assistant II		
	Office Assistant III		
	Production Technician III		
	Senior Key punch Operator		
	Senior Storekeeper		
	Senior Switchboard Operator		
E	Accounting Assistant III	\$ 8,232	\$11,357
	Console Operator II		
	Control Specialist		
	Food Services Assistant		
	Learning Assistant I		
	Media Assistant III		
	Production Specialist		
	Programmer I		
	Research Assistant		
	Student Development Assistant II		
F	College Nurse	\$ 9,134	\$12,789
	Console Operator III		
	Maintenance Staff III		
	Operating Engineer		
	Programmer II		

G	Accountant Learning Assistant II Senior Production Specialist Student Development Assistant III	\$10,218	\$14,305
H	Programmer III	\$11,440	\$16,016

**19.2** Wage ranges as established above shall be effective for the duration of this agreement.

**19.3** No wage shall be adjusted beyond the grade maximum for the title for the duration of this agreement nor shall the wage of any regular full-time employee be reduced because of reclassification of a title.

**19.4** Effective upon the date of this agreement the titles of all full-time regular employees shall be converted to this WAGE AND CLASSIFICATION SCHEDULE. Such conversion shall be retroactive to July 1, 1976 if agreement is reached after that date.

**19.5** Upon the effective date of conversion to this WAGE AND CLASSIFICATION SCHEDULE, a regular employee may appeal the classification to which he/she has been assigned by the College pursuant to Section 19.9 below within thirty (30) working days of said effective date. The disposition of any appeal shall be within thirty (30) working days of its receipt by the Director of Personnel. The effect of any reclassification shall be subject to Section 19.4 above.

**19.6** Upon conversion to this WAGE AND CLASSIFICATION SCHEDULE all regular full-time employees shall

enjoy seniority in these titles which shall date from entering upon initial employment at the College provided there has been no break of service. Where a break has occurred, such seniority shall be from the last date from which there has been no service break.

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

**19.8** A Career Ladder Matrix based upon this WAGE AND CLASSIFICATION SCHEDULE will be established by the College.

**19.9** Appeals of classification assignments shall be subject to the Grievance Procedure in the event the parties are unable to resolve the question raised by individual appeals. However, should such a matter be processed to binding arbitration, then the arbitrator's authority shall be limited to a determination of whether the College has properly applied the "Hayes Plan." The arbitrator shall have no authority whatsoever to add to, subtract from or in any other way modify its terms. That is, the arbitrator shall have no authority to modify the structure of said Plan.

**19.10** Following the initial establishment of classifications referred to above in 19.5, employees may subsequently appeal their classifications in the event their job has been meaningfully altered. In such event, the provisions of 19.9 above shall apply.

**ARTICLE 20**  
**WAGE PROGRESSION**

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**20.1** Effective upon conversion to the WAGE AND CLASSIFICATION SCHEDULE above, all regular employees whose wages as of June 30, 1976 are below the minimums for the converted titles shall be adjusted to the minimums for the grade and title.

**20.2** Effective upon conversion to the WAGE AND CLASSIFICATION SCHEDULE above, all regular employees whose wages as of June 30, 1976 are above the maximums for the converted titles shall continue to receive the higher wage.

**20.3** In accordance with Section 19.3 above and effective July 1, 1976, a +7% increase shall be granted to all regular employees who as a matter of payroll record were employed by the College as of June 30, 1976 and to those regular employees who, as a matter of payroll record, were employed by the College on the date of the ratification of this agreement. Except where wages exceed the maximum for the title, such increase shall be paid upon wage rates prevailing on June 30, 1976 except as provided in Section 20.1 where the increase shall be paid upon the minimum for the title.

**20.4** In accordance with Section 19.3 above and effective July 1, 1977, +7% increase shall be granted to all regular employees. Such increase shall be applied to wage rates received as a matter of payroll record on June 30, 1977.

**ARTICLE 21**  
**DURATION OF AGREEMENT**

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**21.1** This agreement shall be effective July 1, 1976 and shall continue in effect until June 30, 1978.

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

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

**21.4** The College agrees that it shall not bring any damage against the Association and its officers for any unauthorized strike or equivalent action, provided there is evidence of a good faith 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 27th day of October, 1976,

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

Walter S. McAfee/l.s.  
Chairman

William Michael Townes/l.s.  
President

Attest:

Attest:

Joseph E. Clayton/l.s.  
Vice Chairman

Lawrence S. Gilinsky/l.s.  
Vice President  
Employee Welfare  
Chief Negotiator

Gershom G. Tomlinson/l.s.  
Acting Secretary

Sue Desiderato/l.s.  
Vice President,  
Communications

Margaret Rice-Moir/l.s.  
Representative-at-Large

