

**AGREEMENT
BETWEEN
BROOKDALE
COMMUNITY
COLLEGE
BOARD OF TRUSTEES
AND
BROOKDALE
COMMUNITY
COLLEGE
PROFESSIONAL STAFF ASSOCIATION**

July 1, 2019 – June 30, 2022

Brookdale Community College
765 Newman Springs Road
Lincroft NJ 07738-1543

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PREAMBLE

This Agreement, effective the 1st day of **July, 2019** is made by and between Brookdale Community College, hereinafter referred to as the "College" and the Professional 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 support staff excluding supervisory personnel, exempt-administrative staff, Officers of the College, commissioned police, and confidential support staff, (to include confidential staff positions reporting to the following positions: President; Executive Assistant to the President; Executive Vice Presidents; Vice Presidents; Deans; Chief of Police; and administrators actively involved in contract negotiation matters).
- 1.2 **Grant-funded employees must comply with the terms of the specific grant under which they are employed.**
- 1.3 Whenever the College creates new classifications and titles that are within the bargaining unit as recognized, the College shall notify and confer with the Association regarding the same.

ARTICLE 2 - NEGOTIATION OF SUCCESSOR AGREEMENT

- 2.1 The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 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 preceding the calendar year in which this 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

- 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 an employee 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 an employee 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 an employee 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, duplicating machines,

calculators, computers, computer related equipment, audio-visual equipment, or any other College equipment or technology that they shall need.

- 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 use 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 and e-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 This Agreement will be available electronically and printed upon request. The College and the Association agree to share equally in the full cost of reproducing copies of this Agreement as requested.
- 3.11 The College agrees to grant the President of the Association and the Vice President of Employee Welfare or a designee of the President of the Association an average of six (6) hours per month to handle PSA matters.
- 3.12 The College shall provide written notice to the President of the Association whenever an individual represented by the bargaining unit is hired or terminated, regardless of the reason, within ten (10) calendar days of the hiring or termination date. The notification of termination or hiring will be directly sent to the President of the Association and the Corresponding Secretary.

- 3.13 The parties agree to applicable law with regard to non-discrimination; moreover, the College certifies that it is an Affirmative Action Employer in support of Equal Employment Opportunity and in accordance with applicable laws and statutes to ensure equality of opportunity in the hiring and promotion of minority employees.
- 3.14 The College and the Association agree there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age, sexual orientation, disabilities or marital status in any manner.
- 3.15 The President and/or the Chair of the Safety Committee of the Association shall have the right when, in either of their opinions, a hazardous condition exists to immediately consult with the Associate Vice President of HR & Organizational Safety and/or Chief of Police or in their absences whomever the College President designates.
- 3.16 PSA will provide Human Resources with information packets to distribute during orientation to new employees hired into positions covered by this bargaining unit.
- 3.17 A member who is designated by the Association shall serve on the College's Safety Committee.
- 3.18 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 4 - WORKING CONDITIONS

- 4.1 Normal hours for a regular employee working a thirty-seven and one-half (37.5) 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 a regular employee 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. The normal workweek shall be 8:30 AM to 5:00 PM with a one hour unpaid lunch break, Monday through Friday, unless otherwise designated by the appropriate supervisor.

- 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.

Employees shall normally be assigned a fixed shift; however, the parties recognize management's right to change shift hours. In the event a permanent shift change is necessary, employees shall be provided at least two (2) weeks' notice, except in emergency situations. Additional time may be provided at management's discretion depending upon individual circumstances.

- 4.3 A reduction of the normal hours of a workweek from 37.5 to 35 hours (7.5 to 7 hours per day) shall occur from June 1 through August 15. Employees working less than 37.5 hours per week will receive a prorated reduction in the workweek. The normal workweek for June 1 to August 15 shall be 8:30 AM to 4:30 PM, Monday through Friday. The College reserves the right to approve an alternative to the seven (7) hour day schedule when the needs of the department require it.

- 4.4 Overtime compensation and the methods by which overtime payments are made shall be consistent with the requirements of the Fair Labor Standards Act except that holidays, sick days, vacation days, bereavement days and personal days that occur within a work week shall count towards the calculation of forty (40) hours for computing overtime.

- 4.5 An employee regularly assigned to the Central Utility Plant and employees in the title of Police Department Security Guard shall be entitled to the following shift differentials:

A. An employee who is regularly assigned to the second shift shall be entitled to a differential of twenty (20) cents per hour for each hour worked.

B. An employee who is regularly assigned to the third shift shall be entitled to a differential of twenty-five (25) cents per hour for each hour worked.

- 4.6 Subject to established procedures, the College agrees to reimburse an employee who is required to use his/her private vehicle at the expressed direction of the College for College business at the rate established by the

Internal Revenue Service (IRS) per mile, including reimbursement for tolls and/or mass transit expenses, which are accompanied by receipts.

- 4.7 All September 1 – June 30 ten (10) month employees who work 37.5 hours per week shall be considered full-time 10-month regular employees of the College.**
- 4.8 The College will pay a lodging allowance at a rate pre-approved prior to travel when an employee is required by the College to be away overnight. As an expense allowance, the College further agrees to pay not more than twenty-five (\$25) dollars per day for meals when an employee is required to be away from home by the College. The College reserves the right to approve reasonable costs for meals per day that exceed twenty-five (\$25) dollars, when accompanied by receipts.
- 4.9 The College agrees to provide for meal allowance of not more than fifteen (\$15) dollars 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 the 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 seven dollars and fifty cents (\$7.50) for each additional four (4) hours thereafter.
- 4.10 An employee who is recalled from home to return to the College for work shall be guaranteed a minimum of four (4) hours of work.
- 4.11 An employee who is required to remain at work while other employees are sent home due to inclement weather shall be paid time and one-half.

In order to maintain essential services, employees in Grounds/Maintenance, the Power Plant, and the Police Department are considered essential employees and are expected to work their normal schedules plus any required overtime during periods when the College may be closed due to inclement weather, power outages or other emergencies. Essential employees required to work during such periods shall be compensated at time and one-half (regardless of whether the employee exceeds forty (40) hours during the week).

- 4.12 Overtime, when required shall be first offered on a voluntary basis using a rotational system based on seniority. If there are not sufficient numbers of volunteers then overtime shall be assigned using a rotational system based on seniority. The list shall initially begin with the most senior employee for volunteer purposes and the least senior employee for mandatory assignment. The same assignment mechanism shall be used should employees be required to work on a scheduled holiday or College closing.
- 4.13 Work uniforms (what kind of uniform and how many) shall be provided by the College, and when provided must be worn by the employee. The College shall determine what positions require uniforms based on the nature of the job.
- A. Maintenance of uniforms will be the responsibility of the individual employee in Maintenance, Lab Assistants, Print Shop and Auto Tech.
 - B. Work boot allowance shall be up to \$95 reimbursement; replacement boots shall be provided as needed, as determined by the College.
 - C. Security Guards shall receive an annual clothing allowance of \$400, which will be paid semi-annually on or about January 1 and July 1 of each year, provided that six (6) months have lapsed since the initial uniform allowance.
- 4.14 The College is responsible for the methods, means and tools to perform tasks, and the College is responsible for purchasing tools, if necessary, to perform these tasks.
- 4.15 In an effort to foster a family friendly environment the parties recognize the implementation of a Voluntary Compressed Workweek Plan as advisable. Plan participation shall be voluntary; however, work schedules may be changed for a minimum of two (2) 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/Institute 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.

- A. The College shall retain the right to determine appropriate schedules.
- B. 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.
- C. The College shall continually review the efficacy of work arrangements. Employees shall be entitled to a minimum of two (2) weeks notice prior to changing schedules, unless a shorter period is agreed to by the employee. A maximum of four (4) weeks' notice may be appropriate in unique situations.
- D. The College may return to the "normal" 5 day workweek schedule as long as appropriate notice is provided.
- E. Whenever there is a scheduled holiday during the compressed work week, full-time employees shall return to a 7.5 hour per day work schedule and shall work 7.5 fewer hours (prorated for part-time employees) for each holiday in the work week except that an uneven distribution of hours and/or days may be assigned by the supervisor within the holiday week to meet operational needs.

In the event the academic calendar is altered to accommodate instructional time due to a holiday, employees will work their regular schedules. (For example, when a calendar Tuesday follows a Thursday class schedule, the employee will work his/her Tuesday schedule.) Any exceptions will be determined by the supervisor based on departmental and student needs. In any event, during weeks when the academic calendar is altered, a full-time employee must work his/her required 37.5 hours per week (prorated for part-time employees).

- F. In the event of an unscheduled closing, (i.e. snow, power outages) affected employees shall be granted administrative leave equal to the **number** of hours scheduled to work that day.

G. Decisions regarding work schedules are not subject to a review process nor to the grievance procedure.

Examples of Work Schedules:

Four (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.)

Nine (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.

4.16 Non-Standard schedules for Instructional Assistant, Academic Tutors, Studio/Lab Assistants, Student Assistants and Learning Commons Assistants.

- A. The College recognizes that certain employees in the above named titles must work non-standard schedules. In the event their office or the College is closed due to an emergency, snow day or other authorized reason, these employees will be required to maintain their regular work schedules for the balance of the days in the work week. Such weeks will not require any adjustment to their weekly pay.
- B. For approved leaves (i.e., vacation, sick, personal and bereavement times), these employees shall be required to take leave time equivalent to the **number** of hours scheduled to work on the approved leave day(s).
- C. Whenever there is a scheduled holiday during the work week, full-time employees shall return to a 7.5 hour per day work schedule and shall work 7.5 fewer hours (prorated for part-time employees) for each holiday in the work week except that an uneven distribution of hours and/or days may be assigned by the supervisor within the holiday week to meet operational needs.

In the event a holiday is “made up” (i.e. a calendar Tuesday follows a Thursday class schedule), employees will work their regular hours on that calendar day rather than the class scheduled day. Any exceptions to this make up day schedule will be determined by the supervisor based on departmental and student needs. In any event, during weeks when holidays are made up, a full-time employee must work his/her required 37.5 hrs per week (prorated for part-time employees).

4.17 The College will determine appropriate employee training programs.

ARTICLE 5 - PROBATIONARY PERIODS

- 5.1 The first six months of initial employment shall be a period of probation and performance evaluation of the employee by the supervisor. The supervisor shall conduct evaluations at 3 and 6 month intervals. 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. Unless otherwise specified, eligibility for benefits begins after 90 days of employment.
- 5.2 Upon change of position, the first sixty (60) calendar 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 contained in this Agreement.
- 5.3 A regular employee who is in a temporary position and is subsequently hired into the same regular position as the job description the employee has been working under shall have a probationary period of thirty (30) days.

ARTICLE 6 - LATENESS AND ABSENCE WITHOUT APPROVED LEAVE

- 6.1 An employee shall be responsible to notify his/her immediate supervisor prior to the beginning of the assigned period of duty if he/she is 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

- 7.1 When a vacancy occurs or a new position is created within the bargaining unit, the College shall send a college-wide broadcast email with the job title, referring interested parties to the Jobs website. The vacancy will be posted for 7 calendar days.
- 7.2 An employee seeking to be considered for appointment to the vacancy within the bargaining unit shall make application to the Associate Vice President of HR & Organizational Safety within seven (7) working days of the date of issue of the notice.
- 7.3 An employee who makes application for an appointment to a vacancy within the bargaining unit and meets the minimum qualifications shall be scheduled for an interview.
- 7.4 The College shall consider prior service to the College among other factors when making a determination on hiring. In the event two (2) members of the Bargaining Unit are of equal experience and ability, the member with the greater seniority shall be awarded the job within the Bargaining Unit.

This provision shall not apply to any position that is not expressly included in this Bargaining Unit. This provision shall not grant a preference to an employee over a new hire.

- 7.5 An employee who is a member of this Bargaining Unit who makes application for an appointment to a vacancy in any unit and meets with minimum qualifications shall be scheduled for an interview. The final decision on hiring outside of the Bargaining Unit shall remain at the discretion of the College and that decision shall not be subject to grievance appeal or arbitration for positions outside the Bargaining Unit.

ARTICLE 8 - CHANGE OF GRADE AND TEMPORARY ASSIGNMENT

- 8.1 A regular employee who moves to a higher band shall be entitled to the minimum wage of the job classification or a five (5%) percent wage increase per band, 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.
- 8.3 Change of band computations on July 1 shall be made as follows: First, the change of band increase of five (5%) percent per band, or the new minimum, whichever is higher, shall be granted, and then the general wage increase shall be granted subject to the maximums of the salary classification.
- 8.4 If an employee is granted a reclassification pursuant to this Article, any salary increase shall be retroactive to the **pay period following** the date that the employee filed the request for reclassification.
- 8.5 Reduction in Classification
- A. When a job is reclassified to a lower level, the employee's salary shall not be reduced; 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.

B. Movement to a Lower Band Position through Bona Fide Search Or As a Result of Bumping.

The compensation for a PSA member who is selected for a lower band position within the unit through a bona fide search or as a result of bumping shall be determined as follows:

1. First occurrence moving one band lower: No compensation change if the individual is bumped to, or 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 Association 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 bumping, or movement to a position that is 2 or more bands lower than the original band: 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.

- 8.6 If additional duties are assigned to an employee as a result of a vacated or temporarily unfilled position, the supervisor will meet with the employee and determine where the new duties fall within the incumbent's overall work priorities.

ARTICLE 9 – SENIORITY

- 9.1 Seniority shall be defined as an employee's total length of service with the College beginning with the date of hire, reduced by unpaid leaves of absence of more than thirty (30) calendar days. 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 A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off. A break in service shall not occur when a regular employee is on leave of absence.
- 9.3 An employee who is recalled after a period of layoff shall be considered to have restored seniority as of the date of the layoff and continuing seniority upon the effective date of return to work. (Ex.: 5 years' seniority at date of layoff. Return to work is 6 months later. Employee returns to work with 5 years' seniority.)
- 9.4 The College shall maintain a seniority roster and furnish a current copy to the Association.
- 9.5 The College shall inform the Association regarding criteria and procedures for seniority and layoff for full-time and part-time employees.

ARTICLE 10 - REDUCTION IN FORCE

- 10.1 Individuals in temporary positions do not have employment rights beyond the term of the temporary assignment.
- 10.2 A regular employee within a job title shall not be laid off before any temporary **employee** serving within the same job title.**
- 10.3 All September 1 – June 30 ten (10) month employees who work 37.5 hours per week are considered full-time regular employees.**
- 10.4 The College shall provide, as a minimum, thirty (30) days' notice of impending layoff to any regular employee affected.
- 10.5 Seniority shall be considered as defined in Article 9.1. If length of service is equal, a drawing will determine the order of layoff.
- 10.6 An employee on layoff shall accrue no sick leave nor vacation leave. An employee who is recalled from layoff 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

11.1 A regular employee affected by layoff shall be given the opportunity for continuity of employment in accordance with the following conditions and in the sequence as herein set forth.

11.2 General Conditions

- A. An employee shall receive as much notice as possible but no less than the minimum of thirty (30) days' notice of impending layoff. Employees who elect not to exercise their bumping rights shall be placed on the recall list (Article 12).
- B. The qualifications of an employee for any position, considering their education or related training or experience, shall be judged by the College. An employee found to be qualified at the entry level as set forth in the job title shall be so assigned.
- C. Any employee assigned to another position shall have the opportunity to discuss the position and its job responsibilities with the supervisor or designee in order to determine if the employee wishes to accept the position or chooses to be laid off. If the employee accepts the position, he/she will be subject to a performance evaluation thirty (30) days in the job title. In the absence of acceptable performance at the end of ninety (90) days, the employee shall be laid off and not subject to recall provisions.
- D. Seniority shall be considered as defined in Article 9.1 and if length of service is equal among two or more employees, a drawing shall determine the order of layoff.
- E. An employee who exercises rights under this procedure 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 if assigned to a position within their

band, or if assigned one band lower provided the employee has not previously moved to a lower band without a reduction in pay. Compensation will be calculated consistent with the language of Article 8.5B. If an employee has previously moved to a lower band position without a reduction in pay, the adjustment in compensation will be to the same relative position within the new lower band.

11.3 Bumping Procedure

The bumping process shall begin with the most senior employee and work as follows:

- A. When affected job titles fall into more than one band, the bumping procedure shall begin with the highest rated band and further, the most senior affected employee shall be the one with whom the procedure begins.
- B. The employee shall be considered for assignment to a vacant position within the existing band.
- C. In the event there are no vacancies as described in "B" above, the employee shall displace or bump the least senior person within the same title as the affected employee.
- D. When an employee cannot exercise the provision of "C" above, the employee shall be able to displace or bump the least senior person within the band in a different job title provided the employee possesses seniority rights superior to the least senior person in such positions.
- E. In the event an employee is unable or found not to be qualified for any title within the band in "C" or "D" above, he or she shall begin the procedure starting at step "B" in the next lower band.

11.4 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 reemployment list for the job title the employee held prior to the reduction in force. The most senior person laid off from that title shall have priority recall rights. No new employee shall be hired for that job title until all employees on layoff in the title 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 title. The preferential list shall be in effect for two (2) years from the effective date of layoff.
- 12.2 A regular employee shall be recalled to work in the reverse order of layoff with other employees on layoff.
- 12.3 A regular employee on layoff shall provide the College 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 employee address of record.
- 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 fourteen (14) calendar days of the mailing, or be considered to have abandoned recall rights and resigned. It is understood that the employee shall have the obligation to provide Human Resources with an updated address and it shall be the employee's responsibility to inform Human Resources of the method to reach the employee if s/he is absent more than fourteen (14) days from that address. This shall apply only in the application of the provisions of this Article.
- 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.

ARTICLE 13 - PERFORMANCE EVALUATION

- 13.1 A regular employee shall be evaluated at least once per year normally not later than June 30. A copy of the appraisal instrument is reproduced as Appendix A.
- 13.2 The primary purpose of evaluation is to assess the quality of an individual's performance through open and honest dialog between the supervisor and the employee and to offer remedies if necessary to improve performance. It is an opportunity to create and discuss plans through an exchange of ideas for the professional growth and development of the employee.
- 13.3 The immediate supervisor of the individual being rated will have the primary responsibility for evaluation of the performance related to the functional responsibilities delineated in the job description for the title occupied by the employee.
- 13.4 Performance evaluations shall be recorded on the instrument (Appendix A) prepared for such purpose, and a copy shall be filed in the personnel folder of each employee. Provision shall be made for the attachment of comments by the employee.
- 13.5 The individual being evaluated will be permitted to review the evaluation. Within a reasonable time a personal conference will be conducted to discuss the evaluation. The evaluator shall request that the employee sign the evaluation to evidence the employee has seen the evaluation, such signature shall not indicate acceptance by the employee of the evaluation. If the employee does not sign the evaluation, the evaluation shall be placed in the employee's file. The employee will be provided with written notice that the evaluation has been placed in the employee's file.
- 13.6 A regular employee whose documented performance is not acceptable may be placed on probation by the College for a period not to exceed ninety (90) 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 contained in the negotiated agreement. If, at the expiration of that period, the performance is not acceptable, the employee may be terminated. If, at the expiration of that period, the performance is

acceptable, the employee will prospectively receive any salary increase set forth in the negotiated agreement.

ARTICLE 14 - FRINGE BENEFITS

14.1 Tuition Waiver

A regular employee and his/her immediate family (spouse and dependent children, according to State Educator's Health Benefits Plan (SEHBP) shall be permitted by the College to take not more than nine (9) credits of course work each term offered by Brookdale Community College for which tuition shall be waived. Student activities fees shall be waived for employees only. Other fees and charges incident to the course shall be assumed by the employee or family member. It is further provided that the minimum enrollment for the course must have been met and that at all times tuition students shall have priority of enrollment in any course. 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.

14.2 Tuition Reimbursement

The College shall extend tuition reimbursement for studies relevant to the current or future job responsibilities of the staff member. Approval must be obtained prior to registration. If the degree program is outside the staff member's current job responsibilities, initial pre-approval from the President or President's designee is necessary before submission of the tuition reimbursement request.

The school must be accredited by the regional accrediting agency recognized on the Commission on Higher Education Accreditation list. The employee shall provide course by course NACES equivalency certification for programs that do not award credits for coursework and for courses from foreign education institutions. Tuition reimbursement will be for twelve (12) credits per fiscal year to those regular employees in an active pay status having an associate's degree

or the equivalent and enrolled in a baccalaureate program. The first application for tuition reimbursement by staff members enrolling in a baccalaureate program must be accompanied by a degree audit from the baccalaureate institution confirming their acceptance at junior status or higher. Staff members in a regular position and an active pay status having a baccalaureate degree and enrolled in a program of study working toward a master's or doctoral degree shall be eligible for tuition reimbursement for twelve (12) credits per fiscal year. The maximum of 12 credits per year will be applied separately from coursework approved during Educational Leave.

Tuition reimbursement shall be at actual cost not to exceed Rutgers University rates and at the discretion and upon prior approval of the College and in accordance with applicable state law. Approval must be obtained up to and through the President or her designed prior to the beginning of each semester. Reimbursement will be made after verification of successful course completion if submitted within one (1) year of the start of the class for which reimbursement has been approved. Such approval shall not be arbitrarily or capriciously withheld.

Staff members who voluntarily leave employment within two (2) years after receiving tuition reimbursement will be required to repay monies as follows:

If the last tuition reimbursement was within twelve (12) calendar months of separation, repayment of 100% of that year's reimbursement will be required. If the last tuition reimbursement was between 13 and 24 calendar months prior to separation, repayment of 50% of that year's reimbursement will be required.

Such payments shall be made first by reducing any monies owed to the employee at the time of separation. If additional monies are owed by the employee from tuition reimbursement, payment shall be made within twelve (12) months following termination or separation from the College.

Example:

A staff member leaves December 31, 2017. Repayment obligation would be as follows:

CY 2017 reimbursement is \$2,000. Repayment required is \$2,000

CY 2016 reimbursement is \$2,000. No reimbursement was made in CY17. Repayment required is \$1,000

CY 2015 reimbursement is \$2,000. No reimbursement was made in CY17 or CY16. No repayment is required.

14.3 Summer Camps

Regular employees, spouse and dependent children according to New Jersey State Educator's Health Benefit Plan criteria may participate in the summer camps at the College at one-half (1/2) of the fee charged for the camp.

14.4 Non-Credit Courses Offered by Brookdale

Regular employees are eligible to participate in non-credit classes at a 50% discount for up to six (6) classes per fiscal year, not to exceed a total annual discount of \$450. The College retains the right, at its discretion, to exclude selected classes. Registration for discounted classes will be accepted the day before the class begins, on a space available basis, after the minimum enrollment for the class is met.

14.5 Insurance Benefit Programs

Effective May 22, 2010, newly hired employees represented by the BCCPSA will meet the College's definition of full-time employees, which is thirty-five (35) hours per week, in order to be eligible to receive health benefits coverage (medical, including prescription and dental).

The College and the Association will work jointly to reduce insurance benefit costs. The insurance program shall include the following:

A. Medical – As provided by the State Educator's Health Benefits Plan (SEHBP) or other provider offering equivalent coverage, as determined

by the College. Eligibility dates shall be consistent with the SEHBP; presently after two (2) months of employment.

Employees who do not provide the required notice of reduced coverage eligibility for medical plan coverage or waiver reimbursement, if any, will be billed for the excess cost of the higher coverage. (Ex: family coverage to Employee/Child after divorce; Family coverage to Employee/spouse after children exceed coverage age.) Required notice is defined by the State Educator's Health Benefits Plan and is currently sixty (60) days.

- B. Effective July 1, 2013, all employees receiving health insurance coverage shall contribute in accordance with Chapter 78, P.L. 2011.
- C. Effective July 1, 2014 all new hires shall be enrolled in New Jersey Horizon Direct 15 or its equivalent cost or a lower cost health plan each year.
- D. Effective July 1, 2017 New Jersey Horizon Direct 15 or a plan of equivalent cost is the base plan for all covered employees. Employees can purchase a more expensive plan at his/her sole expense in addition to his/her health care contributions in accordance with the rules set forth in Chapter 78, P.L. 201.
- E. Short Term Disability Insurance
Short-Term Disability is to compensate at the rate of seventy percent (70%) of the weekly wage of the employee to a maximum of \$750 per week for a period of twenty-six (26) weeks. (Also see 14.6G).
- F. Dental Program
Effective 1/1/94 the Dental Plan will remain a usual, reasonable and customary fee plan (UCR), but with an increased yearly deductible of \$100 for single and \$200 for husband/wife/family. The maximum yearly benefit per person will be \$1,500. Effective 7/1/99, the College's contribution for the dental plan shall be \$664.20 per year.

The College reserves and retains the right to change insurance carrier with no change in the level of dental coverage.

14.6 Leaves of Absence

A regular employee may be granted a leave of absence as noted below. Where indicated, prior approval of the immediate supervisor shall be required before an employee shall enter a leave status. Employees shall be granted full salary increases for leaves of absence not to exceed one year. Maximum leave time limitations are as defined below and will include time away from the job in either a paid or unpaid status. Accrued time off will be used before status changes to unpaid, where applicable, except that sick time may be used only for illness or child care leave. Family Leave eligible entitlements will run concurrently with these leaves, as permitted by and in accordance with the law.

A. Personal Days

A regular employee, after having secured prior approval, except in unforeseen emergency situations, of his/her supervisor (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. Within the first fiscal year of employment, employees shall be entitled to a prorated number of personal days, calculated from the date of hire. 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. An employee may be required to provide proper justification of use of personal days.

B. Sick Leave

A regular employee 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. An employee may be required to provide justification of use of sick days.

C. Bereavement Leave

A regular employee may use up to five (5) days with pay for bereavement leave upon the occasion of death in his/her immediate family, including parents, siblings, spouse, children, step-parents, step-children, parents-in-law, 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. An employee may be required to provide documentation for use of bereavement days.

D. Jury Duty

A regular employee who is summoned for jury duty shall receive regular straight-time wages 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.

E. Leave for Annual Military Training

Leave shall be in accordance with applicable State and federal law. See www.dol.gov/compliance/laws/comp-userra.htm

F. Leave for Military Service

Leave shall be in accordance with applicable State and federal law. See www.dol.gov/compliance/laws/comp-userra.htm

G. Short Term Disability

Effective July 1, 2015, eligibility shall commence on the thirtieth (30th) calendar day of disability. Current provisions continue with the understanding that the parties will reopen discussion on the language of this provision should the College modify the terms of the Short Term Disability provisions with the B.C.C.A.A or the Faculty Association. Initial eligibility is after 90 days of employment. (Also see 14.5.D)

H. Maternity Leave

Maternity related to disability will be treated as any other disability, in accordance with the Law. (See Short Term Disability Leave, above, at 14.6 G).

I. Child Care Leave for Employees with Less Than One (1) Continuous Year of Service not yet eligible under NJFLA.

A regular employee with less than one (1) year of continuous service may be entitled to a maximum of nine (9) continuous weeks of child care

leave, 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 in an unpaid status. Eligibility shall begin after ninety (90) days.

J. Child Care Leave for Employees with One (1) or More Continuous Years of Service

A regular employee who has completed one (1) year of continuous service may be granted a maternity related disability and child care leave of absence for a maximum period of one (1) year. Fringe benefits shall continue to be paid by the College for any portion of an unpaid leave covered by State and federal leave.

K. Family Leave

The College will comply with the State and federal laws and guidelines concerning Family Leave.

L. Special Purposes Leave

Upon application by a member of the bargaining unit, the Board of Trustees in its discretion may grant a leave of absence without pay. This application shall be submitted through the chain of command for the approval of the President and the Board of Trustees.

14.7 Educational Leave

The Board recognizes the value that can accrue to the College from staff participation in advanced work-related study afforded by a program of educational leave. To secure this benefit for the College, the Board agrees to institute an educational leave program subject to the following conditions:

- A. Eligibility shall be restricted to no more than four (4) support staff employees with no more than two (2) in the same department per academic year who, at the time of the leave, will have completed seven (7) consecutive years of full-time service as a support staff employee at the College since beginning that service or since the last period of educational leave.

B. Applications, which shall be received by the appropriate Vice President or, in the case of the President's division, by the appropriate Cabinet member, by 12/15 of the fiscal year prior to the time of the anticipated leave, shall include the following:

§ Cover letter

§ Completed application

§ Letters from immediate and all intermediate supervisors up to the appropriate Vice President (or Cabinet member if there is no Vice President in the division)

C. Applications for this benefit shall state the intended purpose of the educational leave and how this educational experience will benefit the employee, the department, and/or the College. No supervisor, whether immediate or intermediate, shall capriciously withhold an employee's request.

D. Cover letters, applications, and supervisory letters shall be reviewed by the Vice President (or Cabinet member if there is no Vice President in the Division) and forwarded with his/her comments to the **Vice President, Academic Affairs**, by January 15.

E. All applications shall be forwarded to a Support Staff Peer Committee appointed by the President under the auspices of the **Vice President, Academic Affairs**. The Committee shall recommend its choices to the President of the College no later than February 15. A support staff employee may choose to appear before the Support Staff Peer Committee to defend his/her request. The Committee will provide feedback to the applicants not recommended.

F. The College shall grant educational leave so that no more than four (4) support staff employees of the total support staff and no more than two (2) individuals from a department shall be on educational leave status at any given time.

G. The President of the College shall notify those support staff employees whom he shall recommend or not recommend to the Board for approval,

no later than March 15. Such recommendations shall be made to the Board for consideration at the March public meeting.

H. Educational leave shall be granted for one (1) full academic year at one-half (1/2) salary or half a year at full salary.

I. All fringe benefits in effect during the period of the educational leave shall continue in force during the period of approved leave.

J. If a support staff employee shall not complete one (1) academic year of service after returning from educational leave, or if the support staff employee does not complete the educational program for which the request was approved, the College shall require the return of all monies paid to the support staff member during the educational leave unless the failure to complete the educational program was compelled by circumstances beyond the control of the employee that prevented the employee from completing the program. Such payment shall be made within twelve (12) months following termination, separation from, or return to the College and shall be secured by a promissory note originally executed at the commencement of the educational leave. Exception to this provision would occur if a support staff employee died during or after the year following the period of educational leave.

K. The denial of educational leave shall not be grievable.

L. The employee(s) shall be required to submit official transcript(s) to the **Vice President, Academic Affairs** upon the employee's return from educational leave.

ARTICLE 15 – VACATION LEAVE

15.1 Vacation leave with pay requires the prior approval of the supervisor and shall be earned by a regular employee according to the following schedule:

A. Up to five (5) years of service with the College: five-sixths (5/6) days per month in a pay-receiving status or a maximum of ten (10) days per year.

- B. Over five (5) years but not exceeding ten (10) years service with the College: one and one-quarter (1 1/4) days per month in a pay-receiving status or a maximum of fifteen (15) days per year.
- C. Over ten (10) years of service with the College: one and two-thirds (1 2/3) days per month in a pay-receiving status or a maximum of twenty (20) days per year.
- D. Over twenty (20) years of service with the College: 1.83 days per month in a pay receiving status or a maximum of twenty-two (22) 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, a regular employee hired before May 22, 2010 shall be eligible to carry forward an accrued amount of vacation leave equal to two (2) years' entitlement. Employees hired on or after May 22, 2010 shall be eligible to carry forward an accrued amount of vacation leave equal to one (1) years' entitlement. Leave in excess of the maximum of the entitlement shall be forfeited each June 30. Unused vacation balances up to the maximums noted above will be paid at separation, at the employee's final salary.

An instructional assistant whose assignment for the fiscal year during which resignation occurs qualifies him/her at the point of resignation for the closed lab adjustment for the year will be paid unused vacation accruals at the base salary, including the closed lab adjustment rate.

- 15.4 No regular employee shall be scheduled to take more than the maximum vacation leave 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 shall offer a regular employee his/her choice of vacation leave times. Vacation leave 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 take vacation leave at the same time, seniority shall determine the schedule except that employees with greater seniority shall not bump less senior employees with previously approved vacation leave. In the event of the

same seniority, then the supervisor will make the determination. Seniority shall be defined as identified in Article 9. The College has final approval of vacation leave schedules. If an employee's absence shall seriously hamper the work flow of a department, the employee may be asked to reschedule vacation leave to accommodate the workload of the department.

- 15.6 An employee whose scheduled day off (vacation, personal or sick) falls on a day their office or the College is closed due to an emergency, snow day or other authorized reason shall not be charged leave for the day.

ARTICLE 16 - HOLIDAY SCHEDULE

16.1

- A. The following days shall be observed as paid holidays. A regular employee 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
 - Thanksgiving Day
 - Martin Luther King Day
 - Memorial Day
- B. A holiday provided for in 16.1A 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 16.2 of this Article.
- C. Due to the class schedule, Brookdale Community College is open on President's Day and Veteran's Day. Since staff members are required to work on such days, they will be compensated by one (1) floating holiday for each of the days worked, to be taken within the fiscal year with at least one week's notice and prior approval by the supervisor. Supervisor approval will not be unreasonably withheld. Newly hired staff members must be employed at the time these holidays occur in order to accrue this benefit. Unused floating holidays will not accumulate from one fiscal year to the next.

- 16.2 The College shall be closed from December 24 through January 1. If January 1 falls on a Sunday, the College shall be closed the following Monday. In the event an employee is scheduled to work on a day when the College is closed, an alternate day off will be scheduled at a mutually agreed upon date except that certain maintenance job classifications which are required to work will be advised and scheduled for duty by their supervisors and will be entitled to time and one-half for all hours worked.
- 16.3 One additional floating holiday shall be provided each year, to be taken within the fiscal year with at least one week's notice and prior approval by the supervisor. Supervisor approval will not be unreasonably withheld. Newly hired staff members must be employed at the time the December holiday closing occurs in order to accrue this benefit. Unused floating holidays will not accumulate from one fiscal year to the next.

ARTICLE 17 - PAYROLL DEDUCTIONS

- 17.1 The College agrees, in accordance with appropriate law, to provide for deduction for PERS/ABP supplemental and/or tax-sheltered annuities, credit union, and other programs authorized by the College for an employee who properly authorizes the College to make such payroll deductions pursuant to Chapter 310, Public Laws of 1966. Paychecks are processed through direct deposit to one (1) FDIC bank authorized by the employee.
- 17.2 The College agrees to deduct from an employee's 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.
- 17.4 Any member of the Bargaining Unit choosing not to become a member of the Association shall have deducted from the employee's salary an agency fee in the amount of the "maximum allowed by law" of the total dues charged by the Association to its members. Such agency fee shall be transmitted to the Association in accordance with this Article.
- 17.5 Membership in the Association is available to all employees on an equal basis, and the Association has established and maintains a demand and return system, which complies with the requirements in Sections 2(c) and 3 in accordance with the law.
- 17.6 Ten (10) month employees will be provided with a twelve (12) month payment plan option. An employee may elect this option by signing the appropriate payroll form. Once the option is elected, no later than June 30 effective the following September 1, it will remain in effect until changed. Changes made July 1 or later will not be effective until the following fiscal year.

ARTICLE 18 - GRIEVANCE PROCEDURES

18.1 Definition

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 Process

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 shall include an informal step before the grievance is admitted to the formal steps. The informal level shall 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.

A. Informal Step One

An employee with a grievance shall first discuss it with the immediate administrative supervisor within twenty (20) working days from the time the employee knew or should have known of its occurrence. The informal step shall be a meeting with the immediate supervisor who shall make note of the meeting and attempt a satisfactory resolution of the grievance. The employee may involve the Association in the Informal Step One level; the supervisor and/or the Association may request participation by Human Resources. 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 discussion of a matter at issue.

B. Step Two

If the grievance is not settled through Step One, the same shall within ten (10) working days be reduced in writing by the Association and submitted to the appropriate executive level administrator or designee, copied to the Associate Vice President of HR & Organizational Safety, if not the named designee. The answer to such grievance shall be made in writing to the Association, with a copy to the employee, the supervisor, and the Associate Vice President of HR & Organizational Safety, within ten (10) working days of submission.

C. Step Three

If the grievance is not settled at Step Two, then the aggrieved employee and the Association shall have the right within ten (10) working days to submit the grievance in writing to the President of the College, or a designated representative, copied to the Associate Vice President of HR & Organizational Safety, the supervisor, and the Step Two executive level administrator. The President or designee shall answer in writing such grievance within ten (10) working days after submission to the Association with a copy to the Associate Vice President of HR & Organizational Safety, the supervisor, and the Step Two executive level administrator.

- 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 twenty (20) working days of the disposition at that step, the grievant and the Association shall present written notice to the Associate Vice President of HR & Organizational Safety, 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 required the commission or 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 costs of the hearing room shall be shared equally by the College and the Association.
- 18.8 If, in the judgment of the Association, a grievance affects a group or class of BCC Professional Staff Association members, the Association may submit such grievance in writing to the Associate Vice President of HR & Organizational Safety directly and the next step will be the President's level. 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.
- 18.9 The parties agree that there shall be no reprisals against an individual grievant.
- 18.10 The parties agree that a grievance hearing shall be in private.
- 18.11 If the College fails to respond within any of the time limits set forth in the grievance procedure, the employee may proceed to the next step. All time limits shall continue to run. If the employee wishes to pursue the grievance, the employee must proceed in a timely manner throughout the steps.
- 18.12 Discipline will be in accordance with College policy and regulations.

ARTICLE 19 - WAGE AND CLASSIFICATION

19.1 The following WAGE AND CLASSIFICATION SCHEDULE shall be in effect.

BAND	TITLE
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N1	
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	STAFF, MAINTENANCE
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N2	
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	ASSISTANT, COLLEGE STORE
	ASSISTANT, COMMON SERVICES

N3	
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	SECURITY GUARD
	SENIOR ASSISTANT, PURCHASING
	SENIOR OFFICE ASSISTANT
	SENIOR OFFICE ASSISTANT, BUSINESS & SOCIAL SCIENCE
	SENIOR OFFICE ASSISTANT, CAREER & LEADERSHIP DEVELOPMENT
	SENIOR OFFICE ASSISTANT, HEALTH SCIENCES
	SENIOR OFFICE ASSISTANT, HUMANITIES
	SENIOR OFFICE ASSISTANT, INNOVATION & LEARNING RESOURCES
	SENIOR OFFICE ASSISTANT, LIBRARY
	SENIOR OFFICE ASSISTANT, PIE
	SENIOR OFFICE ASSISTANT, STEM
	SENIOR TECHNICIAN, PRINT SHOP
	SENIOR TECHNICIAN, TESTING SERVICES

N4

ACCOUNT SPECIALIST
ACCOUNTING SPECIALIST, CPS
ASSOCIATE, COUNSELING & ADVISING
ASSOCIATE, CPS
ASSOCIATE, (DEPT.)
ASSOCIATE, DISABILITY SERVICES
ASSOCIATE, EOF OFFICE
ASSOCIATE, FINANCE & OPERATIONS
ASSOCIATE, HEALTH SCIENCES
ASSOCIATE, HEALTHCARE TRAINING
ASSOCIATE, HEC, BRANCH CAMPUS & K-16 PARTNERSHIPS
ASSOCIATE, HUMANITIES
ASSOCIATE, INVENTORY CONTROL/FIXED ASSET
ASSOCIATE, K-12 PARTNERSHIPS
ASSOCIATE, LIBRARY
ASSOCIATE RECRUITMENT & ADVISING
ASSOCIATE, STUDENT LIFE & ACTIVITIES
ASSOCIATE, STUDENT SERVICES
ASSOCIATE, VETERAN'S CENTER
ELECTRONICS TECHNOLOGY SPECIALIST, INNOVATION CENTER
LAB SPECIALIST, SCIENCES
LEARNING SPACE SPECIALIST, INNOVATION CENTER
OPERATING ENGINEER
PAYROLL SPECIALIST
SENIOR SPECIALIST, ELECTRICAL
SENIOR SPECIALIST, FACILITIES
SENIOR SPECIALIST, HVAC
SENIOR SPECIALIST, MECHANICAL
SPECIALIST, ACCOUNTS PAYABLE
SPECIALIST, ACCOUNTS RECEIVABLE
SPECIALIST, CONFERENCE SERVICES
SPECIALIST, DISPLACED HOMEMAKERS
SPECIALIST, ENROLLMENT
SPECIALIST, FINANCIAL AID
SPECIALIST, ONE-STOP
SPECIALIST, PURCHASING

SPECIALIST, RADIO
SPECIALIST, SCHEDULING & OPERATIONS
STAGE TECHNICIAN
TECHNOLOGY OPERATIONS SPECIALIST, INNOVATION CENTER
TECHNOLOGY OPERATIONS SPECIALIST, SPECIAL EVENTS
VIDEO PRODUCTION SPECIALIST

N5

ACADEMIC TUTOR
FITNESS CENTER SPECIALIST
INSTRUCTIONAL ASSISTANT
LABORATORY/STUDIO ASSISTANT
LEARNING COMMONS ASSISTANT
STUDENT ASSISTANT

19.2 The following are minimum and maximum rates.

Effective July 1, 2019	Minimums	Maximums	Rate per Hour
N5	\$44,793	\$84,725	\$22.97
N4	\$41,415	\$78,874	\$21.24
N3	\$38,039	\$73,029	\$19.51
N2	\$34,661	\$67,179	\$17.77
N1	\$32,410	\$61,333	\$16.62

Effective July 1, 2020	Minimums	Maximums	Rate per Hour
N5	\$45,873	\$85,805	\$23.52
N4	\$42,495	\$79,954	\$21.79
N3	\$39,119	\$74,109	\$20.06
N2	\$35,741	\$68,259	\$18.33
N1	\$33,490	\$62,413	\$17.17

Effective July 1, 2021	Minimums	Maximums	Rate per Hour
N5	\$47,033	\$86,965	\$24.12
N4	\$43,655	\$81,114	\$22.39
N3	\$40,279	\$75,269	\$20.66
N2	\$36,901	\$69,419	\$18.92
N1	\$34,650	\$63,573	\$17.77

19.3 Wage ranges as established above shall be effective for the duration of this Agreement, pending results of the Classification Study. Changes in the structure and/or bands adopted as part of the Classification Study will not result in a reduction of salary of any covered position during the term of the FY20-22 Agreement.

- 19.4 No wage shall be adjusted beyond the band 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.
- 19.5 Any regular employee whose job title is reclassified to a higher band, upon the effective date of the reclassification, shall be paid the minimum of the higher band or a five percent (5%) increase for each band, whichever is higher, provided that such increase does not exceed the maximum of the higher pay band.
- 19.6 Any employee may appeal his/her classification in the event the job has been meaningfully altered. 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 currently used classification system. 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.
- 19.7 Employees assigned to the Power Plant who possess a Black Seal, and those who possess comparable licensing for plumbing and/or electrical trades related to job function, and security guards possessing an EMT certification will receive \$1,000 stipend per year, not added to base, prorated if appropriate. Payment shall be made retroactively on a semi-annual basis on or about December 31 and June 30.

19.8 Closed Laboratory Instructional Assistants

Instructional Assistants in the science area will be designated as Closed Laboratory Instructional Assistants (CLIA) after meeting all the requirements of the CLIA (formerly Closed Laboratory Learning Assistant) position for one year. Subsequent to the first year of meeting the criteria, the employee will be designated as either an instructional assistant or closed laboratory instructional assistant based on the previous year's workload.

Compensation for the designation of closed laboratory instructional assistant in the science area will be based on the previous year's workload and meeting all additional closed laboratory instructional assistant criteria and will result in a \$3,000 adjustment to base salary. Qualified 10 month closed lab instructional assistants (CLIA) will receive \$3,000 per year in accordance with current practices. CLIAs who do not meet all the required criteria in the previous fiscal year will revert to the designation of instructional assistant with the \$3,000 reduction in pay effective the following fiscal year.

ARTICLE 20 - WAGE PROGRESSION

20.1 Subject to applicable maximums, the full-time, **and the full-time 10-month employee**, salary increases for an employee in a pay receiving status on the preceding June 30 (except as stipulated in Article 14.6) shall be as follows:

Effective 7/1/19	Effective 7/1/20	Effective 7/1/21
\$1,200, retro to July 1, 2019	\$1,350	\$1,450

Minimums and maximums to increase by 80% of the general wage increases in each year of the contract.

20.2 Payment on July 15th for those who reach an anniversary date for which longevity is reached during the prior fiscal year. Employees who achieve 10 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$300; employees who achieve 15 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$400; employees who achieve 20 years or more of continuous service to the College shall receive a one-time payment, not added to base, of \$500. It is understood that these payments are not cumulative; in other words, employees shall be entitled to either \$300, \$400 or \$500. These payments shall be pro-rated for part-time employees.

(See 20.3 below for FY20-22.)

20.3 For the July 1, 2019 to June 30, 2022 Agreement only, the general wage increases and longevity payments shall not be prorated for FT10 month or part-time employees. (Leave time accruals shall continue to be prorated.)

20.4 Hourly Positions Outside Primary Job – Whenever possible, hourly support staff positions that can be done outside regular working hours will be posted before the positions are filled. Support staff members who apply and are hired for such additional positions will be paid the part-time hourly rate for the job’s band level. This provision shall not apply to overtime assignments or to summer work in the ten (10) month employee’s primary position.

At the time of the appointment, the employee will be notified of the number of hours of work per week and the anticipated end date. Extensions of the assignment must be mutually agreed. The Association will be notified of all such appointments.

ARTICLE 21 - PERFORMANCE RECOGNITION

21.1 Purpose

Performance Recognition acknowledges and rewards exemplary employees who exhibit meritorious performance and go above and beyond to contribute to the College’s effectiveness through engagement in the College’s strategic priorities and the Vision, Values, and Mission. There is no entitlement to the award. Without sustained exceptional performance, an employee is not eligible to submit a packet for consideration.

This program provides a link between performance and monetary reward and is an affirmation of the importance of sustained excellence in performance, continual professional development, and contributions to the College.

Neither the performance recognition criteria nor the decisions of the committees and management are subject to grievance, negotiations, or arbitration.

Meritorious performance starts with exemplary behavior and excellence on the job. The incumbent will also demonstrate evidence of significant contributions within and beyond job responsibilities for the betterment of the College and its students. Continuous professional development that leads to greater effectiveness and that enhances the employee's value to the College is an additional part of meritorious performance. Related educational pursuits may also add to performance effectiveness. Although all components of the application packet are valued and considered, candidates should understand the weighted importance of each part:

Pre-requisite:

- "Exceeds Standards" evaluations
- Accomplishments within the past 5 years or since the last performance recognition award that will be the primary consideration by the Committee:
 - Significant contributions to the College made *within* an employee's area/department that go *beyond* the normal job responsibilities
 - Significant contributions to the College made *outside* an employee's area/department, such as participation on College committees, events, Governance or association activities, volunteer initiatives, etc.
 - Demonstrated, sustained professional development, which may include educational pursuits directly related to performance effectiveness in the current position
 - See 21.3.B.5 and B.6 for more detail
- Supporting data from the applicant that will be a secondary consideration by the Committee:
 - Self-Report – providing additional support data

- One page summary of contributions longer than 5 years ago, not previously included in a successful performance recognition award (optional)
- Supporting data from third parties that will be a tertiary consideration by the Committee:
 - Work related letters of support. One is required; up to two (2) additional letters are optional

The intended purpose of this program is to provide recognition of employees who are top staff contributors to the College. It provides a link between performance and monetary rewards and is an affirmation of the importance of sustained excellence in performance, continual professional development and contributions to the College.

Neither the Performance Recognition criteria nor the decisions of the committees and management are subject to grievance, negotiation, or arbitration.

21.2 Time Schedule

In all instances where a specified date in the performance recognition procedure schedule falls on a Saturday, Sunday, or holiday, the next immediate working day will prevail.

A. By September 15

Notice sent to all staff with deadline for one page Performance Recognition application. The application and Performance Recognition packet checklist will be available on-line on the Human Resources website.

B. September 30

The one page application is due in Human Resources from staff members who intend to apply for Performance Recognition.

C. By October 15

Information meeting for all staff who intend to apply for Performance Recognition

D. October 16-November 15

The Local and College-Wide Performance Recognition Committees will be appointed by the Cabinet after solicitation for nominees (See 21.5 for committee composition.) All nominations will be forwarded to Cabinet.

E. December 7

Performance Recognition packets, including the candidate's and the supervisor's signatures, are due in the Human Resources Office by 5 p.m. An original and one copy of the packet will be submitted. The original will be returned to the applicant at the end of the process.

F. By December 10

Meeting of all Local and College Wide Performance Recognition Committees to review procedures and deadlines and to select chairpersons.

G. December 11 to December 23

Packets will be reviewed by the Local Performance Recognition Committee Chairperson for completeness. (See 21.3.B for required contents).

H. Between January 2 and January 28

Local Performance Recognition Committees meet and conduct business.

1. All packets must be reviewed in their entirety by each committee member
2. Committee members provide individual summaries and prepare the committee's rank ordered recommendations to the College-Wide Committee.
3. Packets recommended by the committee will be rank ordered and submitted with a written narrative. Candidate packets without a discrete numerical ranking will not be considered for Performance Recognition awards by the College-Wide Performance Recognition Committee.

4. Packets not recommended by the Local Performance Recognition Committee will be returned to the candidates.

I. January 28

1. Each Local Performance Recognition Committee will forward its recommendations to the Chairperson of the College-Wide Performance Recognition Committee, copied to the Associate Vice President of HR & Organizational Safety.
2. The Local Performance Recognition Committees will notify each candidate of its decision to forward or not to forward the candidate's packet to the College-Wide Performance Recognition Committee within one week of making the recommendations.

J. February 1 - March 17

The College-Wide Performance Recognition Committee will review the recommendations of the Local Performance Recognition Committees and submit its rank ordered list of staff recommended for recognition awards to the President.

21.3 Eligibility Criteria:

It is understood that the establishment of criteria for Performance Recognition is a management prerogative and defined here for information only. The College retains sole discretion to make changes to the criteria but shall provide notice to the Association prior to adopting revisions to the criteria established and defined below.

A. Time requirements and evaluation ratings:

1. 4 years of employment or 4 years since the last recognition award timeframe by June 30 of the year prior to making application. Performance in the year in which successful applications are made will count as the first year in the next timeframe.
2. Minimum of 3 years in the last 4 years of Exceeds Standards at the time of application.

3. The evaluation period ending June 30 prior to the application for Performance Recognition must have an Exceeds Standards rating.
4. At least one year in the current position by June 30 prior to the application for Performance Recognition. (Reclassification does not constitute a new position.)
5. No evaluations that are rated Does Not Meet Standards within the last 4 year time frame.

B. Content of Packet:

1. Check list, signed by candidate and supervisor
2. Application for consideration of Performance Recognition
3. Job description
4. Supervisor evaluations for the past 4 years are required
5. Evidence of significant contributions of value to the College made within your area/department that goes beyond the normal job responsibilities directly related to your position, accomplished within the past 5 years or your last recognition award timeframe, whichever is more recent. Describe your contributions in relation to the College's strategic priorities, Vision, Values, and/or Mission. Evidence may include such contributions as:
 - a. Assessment of your most significant job related contributions to your area/department that went above and beyond job requirements.
 - b. Recommendations that were implemented for department efficiencies. For example,
 - What have you done to make your job operate more efficiently?
 - What have you suggested to your supervisor that has been adopted that saves your department time or money?
 - What have you done to improve the work product in your area?
 - What problems did you anticipate and bring to your supervisor's attention that avoided problems down the road?
 - What ideas have you had that have helped in the decision-making process in your area?

- c. Individual job related assistance provided to colleagues
6. Evidence of significant contributions of value to the College accomplished outside your area/department within the past 5 years or your last recognition award timeframe, whichever is more recent. Describe your contributions in relation to the College's strategic priorities, Vision, Values, and/or Mission. Evidence may include such contributions as:
- a. Volunteering to assist others that resulted in improvement of service to students
 - b. Active and productive participation on College committees
 - c. Support for College activities and assistance in College events
7. Demonstrated, sustained professional development, including but not limited to programs offered through the College's in-house efforts, webinars, and/or through attainment of additional degrees/certifications. Show evidence of added value to the College and relevance to the College's strategic priorities, Vision, Values, and/or Mission. Documentation must have been achieved within the past 5 years or your last recognition award timeframe, whichever is more recent, such as:
- a. Development that prepares the employee for advancement within the College
 - b. Acquisition of new related skills and abilities beyond the job requirements, including but not limited to use of technology
 - c. Enrichment development that enhances the employee's value to the College
 - d. Cross-training that includes work assignments in other College positions (identify position and length of assignment) and temporary assignments (identify position and length of assignment).
 - e. Educational pursuits directly related to the position(s) you have held within the past 5 years or your last recognition award timeframe, whichever is more recent, including degrees (list type, date of completion, and institution), certificates and/or

licenses (list type, date of completion, and certifying agency), and additional higher education coursework.

8. Self-Report

In narrative form, provide any information that you feel is important and not previously stated. Include information within the past 5 years or your last recognition award timeframe, whichever is more recent. The self-report will be between 1-5 pages and should expand, highlight or add information such as:

- a. Additional contributions and characteristics that distinguish you and warrant recognition
- b. How you envision using your professional development experiences
- c. Other positions held within the College – regular positions held prior to current position or part-time positions held in addition to your primary job. (Identify position and length of assignment).

9. (Optional) A one (1) page summary of contributions made longer than 5 years ago, if you have not previously included them in a successful packet.

10. One (1) work related letter of support from an individual who is most familiar with your contributions, responsibilities, and the quality of your work at the College. Up to two (2) additional letters of support may be included. (No more than 3 in total.)

21.4 Committee Composition and Responsibilities

A. Local Performance Recognition Committee

1. There will be three (3) review committees established by band: N5 Committee, N4 Committee, and N3, N2, N1 Committee. Each committee will be comprised of 3 constituent employees. Nominations will be solicited from each of the bands.
2. Each Local Performance Recognition Committee will be appointed by Cabinet after nominations are solicited. Committee members from their constituent bands will be appointed to a three-year term.

(Appointments will be staggered at the start.) Terms will begin when the committees meet for the first time during the fiscal year.

3. Members of the Local Performance Recognition Committee are eligible for reappointment to the Local Performance Recognition Committee for two (2) consecutive three-year terms. After 2 consecutive terms, a break of at least one year must occur before eligibility to be selected for another term. If the selected persons decline/defer the appointment, the Cabinet will choose alternates to complete that part of the term declined or deferred. If constituent members are not available, willing to serve, or acceptable, members from other constituent groups may be appointed or the packets may be assigned to another Local Committee, at the discretion of the Associate Vice President, Human Resources & Organizational Safety and the Chair of the College-Wide Committee.
4. A staff member may not serve on a Local Performance Recognition Committee and the College-Wide Performance Recognition Committee at the same time.
5. A staff member may not apply for a recognition award while serving on a Local Performance Recognition Committee or the College-Wide Performance Recognition Committee.
6. A staff member, currently serving a term on a Local Performance Recognition Committee or on the College-Wide Performance Recognition Committee, who becomes eligible for Performance Recognition may step down for the year in which he/she makes application. Cabinet will select an alternate to serve for the year. Following the application year, the original staff member will return to the committee to finish his/her term.
7. A staff member appointed to serve as an alternate for partial terms may not serve for a total of more than six (6) consecutive years.
8. Appointments will be staggered to allow for committee continuity.

9. No more than one person per department may serve on a local band committee.
10. The Local Performance Recognition Committees will be responsible for the following:
 - a. Evaluating applicant packets based on the strength of the packets
 - b. Returning non-recommended packets back to the candidates
 - c. Preparing timely and detailed ranking sheets for all packets and attending the final committee meeting to provide input and assist in the preparation of the committee's rank ordered recommendations to the College-Wide Committee.
 - d. Submitting the rank-ordered recommendations and supporting narrative to the Chair of the College-Wide Performance Recognition Committee, copied to the Associate Vice President of HR & Organizational Safety. Ranking must be discrete numbers equaling the number of applications being recommended for further consideration by the College-Wide Performance Recognition Committee.
 - e. Forwarding the record of its deliberation to the Associate Vice President, Human Resources & Organizational Safety for retention in accordance with legal requirements.
 - f. Maintaining confidentiality regarding the committee's discussions of individual packets and its recommendations to the College-Wide Performance Recognition Committee.
 - g. Providing a collective rationale for its decision to any applicant who requests it, to be conducted within 60 days of the Committee's decision not to forward a packet to the College-Wide Performance Recognition Committee.
11. Each Local Performance Recognition Committee will submit its final recommendations to the Chair of the College-Wide Performance Recognition Committee, copied to the Associate Vice President of HR & Organizational Safety, by January 28.

B. College-Wide Performance Recognition Committee

1. The College-Wide Performance Recognition Committee will consist of three (3) representatives from each of the three (3) constituent groups (N5, N4, and combined N3, N2 and N1). These representatives will be selected by the Cabinet after nominations are solicited for three-year terms (staggered at the start). No member of the College-Wide Performance Recognition Committee may be appointed for more than two (2) consecutive three-year terms. Terms will begin when the committees meet for the first time during a fiscal year.
2. After 2 consecutive terms, a break of at least one year must occur before eligibility to be selected for another term. If the selected persons decline/defer the appointment, the Cabinet will choose alternates to complete that part of the term declined or deferred. If constituent members are not available, willing to serve, or acceptable, members from other constituent groups may be appointed or the Committee may be reduced in number to reflect the vacant position(s), at the discretion of the Associate Vice President, Human Resources & Organizational Safety and the Chair of the College-Wide Committee.
3. A staff member may not serve on a Local Performance Recognition Committee and the College-Wide Performance Recognition Committee at the same time.
4. A staff member may not apply for a recognition award while serving on a Local Performance Recognition Committee or the College-Wide Performance Recognition Committee.
5. A staff member, currently serving a term on a Local Performance Recognition Committee or on the College-Wide Performance Recognition Committee, who becomes eligible for Performance Recognition may step down for the year in which he/she makes application. Cabinet will select an alternate from elected employees to serve for the year. Following the application year, the original staff member will return to the committee to finish his/her term.

6. A staff member elected to serve as an alternate for one year may not be elected for more than six (6) consecutive one (1) year terms.
7. The Committee Chair may not be elected for more than two (2) consecutive two (2) year terms. A term shall begin on the date the committee member is elected to the Chair position.
8. A Cabinet member will sit ex-officio with no vote. The Cabinet member and the Chair of the Committee will address procedural matters when they arise.
9. The President, with sole discretion, will inform the College-Wide Performance Recognition Committee of the approximate budget set aside by the College for staff Performance Recognition awards by March 17.
10. No more than one person per department may serve simultaneously on the College-Wide Committee.
11. The College-Wide Performance Recognition Committee will be responsible for the following:
 - a. Review the recommendations of the Local Performance Recognition Committee.
 - b. Evaluate the applications based on the strength of the packets. Consideration should also be given to the distribution of applications among the bands. Final recommendations should approximate the number of eligible incumbents within 2 categories: a) the N1 to N3 bands and b) the N4 to N5 bands. For ex., of all eligible staff members, if 40% are in the N1 to N3 bands, approximately 40% of the recognition awards would be expected for employees in these collective bands. This is NOT to be interpreted as a quota requirement but is meant to guide the Committee based on job differences that may affect some incumbents' ability to compete with other incumbents in positions having greater flexibility.

- c. Submit no more than the pre-approved number of recommendations in a rank-ordered list and a supporting narrative to the President by March 23 of each year. Ranking must be discrete numbers equaling the number of applications recommended.
- d. Forward the record of its deliberation to the Associate Vice President, Human Resources & Organizational Safety for retention in accordance with legal requirements.
- e. Maintain confidentiality regarding the committee's discussions of individual packets and its recommendations to the President
- f. Provide a collective rationale for its decision to any applicant who requests a meeting, to be conducted within 60 days of Board approval of recognition awards.

21.5 Approval

The President will review the recommendations of the Committee and will solicit input from the appropriate Cabinet members on the recommendations before submitting a list to the Board. The President reserves the right to accept or reject any recommendation made by the Committee. The President will notify all applicants of the status of their candidacy prior to the Board of Trustee meeting.

Staff members receiving Performance Recognition awards will receive a 5% adjustment to base salary. The increase is effective July 1 following the Board approval and will be applied before the general wage increase.

Performance Recognition awards will not cause an incumbent's salary to exceed the maximum of the band. Any portion of the increase that exceeds the maximum will not be added to base but will be given to the employee as an additional one-time payment.

ARTICLE 22 - PATENT AND COPYRIGHT POLICY

- 22.1 All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films, software and

the like) and equipment designed or invented, shall belong to the staff member or members who shall have written such book or books, developed such teaching aids, or designed or invented such equipment, (including any books, teaching aids, software development or equipment written, developed or designed by any staff member in conjunction with his or her job assignments,) with any extended time or assigned project authorized or directed by the College, or written, developed or designed prior to becoming a member of the College staff. Such property rights shall, subject to paragraph 21.3 hereof, include:

- A. The right to publish for private profit and the right to copyright any book, manual, software, or printed official materials, and
- B. The right to negotiate privately with any person, firm, or corporation for the manufacture of any equipment or teaching aid and the right to acquire any patent rights which may be obtainable thereon.

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

22.3 Notwithstanding the property rights of any staff member or members in any books published, teaching aid developed, software, or equipment designed by said member or members, Brookdale Community College shall, to the extent of that project or program, have a joint property right therein. Said joint property rights shall entitle the College to use or purchase said book, software, teaching aid or equipment regardless of copyrights or patents thereon and exclusive of any royalties, commissions, or other pecuniary profit to the applicable staff member or members until such time as Brookdale Community College has been reimbursed from said royalties, commissions or other pecuniary profit to the extent and amount that the College paid for that part of the project or program which resulted in the creation of the book, teaching aid or equipment, not to exceed the staff member's pay rate for a like amount of time at the part-time rate for his/her particular salary category and such other costs as may be involved in the project.

Once reimbursement for such extended or released time has been made, any joint property rights of the College shall cease, and all royalties, commissions, or pecuniary profit thereafter earned by the sale of said book, teaching aid, or equipment to any purchaser thereof shall belong exclusively to the staff member or members.

22.4 The College shall have non-transferable rights, in perpetuity, to unrestricted use within the College of all inventions, discoveries or writing made or authored 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 inventions, discoveries or writings in program exchanges with other non-profit institutions so long as aforesaid exchanges are of a non-commercial nature and do not involve exchange of cash and/or other gratuities.

22.5 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.

22.6 A staff member, by accepting employment with the College, hereby agrees to give the College the joint property right herein above described.

ARTICLE 23 - DURATION OF AGREEMENT

23.1 This agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2022.

23.2 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 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.

23.3 Should an unauthorized strike or equivalent action by the members of the Association occur, the Association shall 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, if they fail to comply and withhold services.

- 23.4 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 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 the 14th day of October, 2019.

Brookdale Community College
Board of Trustees

Brookdale Community College
Professional Staff Association

Ms. Tracey Abby-White
Chairperson

Ms. Laura Kirkwood. President

Dr. David M. Stout
President

APPENDIX A

BCCPSA PERFORMANCE EVALUATIONS INSTRUCTIONS AND FORM

A regular employee shall be evaluated at least once per year on the following schedule:

10 month employees:

May 16 - Self Reports are to be completed by employee and submitted to supervisor.

June 15 - Employee conferences held, evaluations completed, and sent to HR.

12 month employees:

June 1 - Self Reports are to be completed by employee and submitted to supervisor.

June 30 - Employee conferences held, evaluations completed, and sent to HR.

The primary purpose of evaluation is to assess an individual's performance through open and honest dialog between the supervisor and the employee. It is an opportunity to create and discuss plans through an exchange of ideas for the professional growth and development of the employee.

The immediate supervisor of the individual being evaluated will have primary responsibility for evaluation of the performance related to the functional responsibilities delineated in the job description for the title occupied by the employee;

1. The individual being evaluated will complete the Self Evaluation Report and submit the completed form to the supervisor for his/her review and consideration in completing the evaluation.
2. The supervisor will complete the evaluation and professional development plan giving consideration to the employee's self-evaluation and suggested professional development activities. Comments in support of each rating should provide specific examples to justify the rating.
3. The supervisor will forward the evaluation to his/her immediate supervisor for review and discussion, if needed. After review/discussion, the direct supervisor and the next immediate supervisor will sign the evaluation.
4. The employee will be given the signed evaluation and professional development plan for review and comment, normally not for longer than a week.

5. The supervisor and the employee will have a conference to discuss the evaluation and professional development plan.
6. The employee will provide any comments and sign the evaluation as evidence the employee has read the evaluation. Such signature shall not indicate agreement by the employee of the evaluation. The employee's signature indicates that the employee has read and discussed the evaluation with the supervisor.
7. Not later than one week after the conference, the original evaluation will be forwarded to Human Resources for placement in the employee's file. Both the supervisor and the employee should retain a copy of the evaluation and the professional development plan.
8. The employee shall strive to include comments, if any, to the evaluation within 1 week of the conference. If needed, the employee will have up to 30 days from the date of the conference to attach comments to the evaluation. Such comments will be sent to Human Resources, copied to the direct supervisor.

A regular employee whose documented performance is not acceptable may be placed on probation by the College for a period not to exceed ninety (90) 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 contained in the negotiated agreement. If, at the expiration of that period, the performance is not acceptable, the employee may be terminated. If, at the expiration of that period, the performance is acceptable, the employee will prospectively receive any salary increase set forth in the negotiated agreement.

Performance Definitions

Exceeds Expectations

- Significantly and consistently exceeds expectations and role requirements defined in the job description.
- Demonstrates exceptional depth and breadth of job knowledge and skills.
- Exhibits role model behavior.

Meets Expectations – these are described for each performance criteria.

Does Not Meet Expectations

- Does not consistently meet the role requirements defined in the job description, or
- Requires more than expected supervision and guidance, or
- Exhibits frequent inappropriate work behavior when interacting with others.

New 4/27/14, rev 6/2/14

BROOKDALE COMMUNITY COLLEGE
BCCPSA EMPLOYEE PERFORMANCE EVALUATION FORM

The purpose of this form is to provide a written record for the employee and his/her supervisor. Supervisors are urged to be frank in their evaluation for the benefit of the employee and for the accuracy of the evaluation record.

Name:	Date:
Title:	Dept.

Section 1. Job Description.

___ The job description, dated _____, was reviewed with the employee and supervisor.

Section 2. Comments on Performance and Development. *Supervisor to comment on the employee's strengths, the previous year's professional development goal attainment, and areas for improvement.*

Section 3A. Performance Criteria. *Please check the appropriate evaluation for each of the following criteria and provide examples of performance that support the rating. As appropriate, also provide comments on the employee's strengths and/or areas for development.*

Job Knowledge

- Demonstrates the knowledge and skills necessary to do the job

- Performs responsibilities in accordance with job description, procedures and policies
- Understands the expectations of the job and remains current regarding new developments

Meets Expectations __ Exceeds Expectations __ Does Not Meet Expectations __

Comments are required:

Work Quality

- Completes primary duties and assignments in a thorough, accurate and timely manner.
- Meets deadlines successfully.
- Handles multiple tasks and uses work time effectively to maximize productivity.
- Delivers quality work with few errors.
- Prioritizes duties based upon changing needs of the department.

Meets Expectations __ Exceeds Expectations __ Does Not Meet Expectations __

Comments are required :

Communication

- Communicates effectively, in an open and professional manner.
- Listens actively.

- Seeks input from others and shares information freely.

Meets Expectations ___ Exceeds Expectations ___ Does Not Meet Expectations ___

Comments are required :

Cooperation

- Establishes and maintains effective working relationships.
- Demonstrates flexibility and willingness to assist as needed in the workplace.
- Works effectively and cooperatively as a team player.

Meets Expectations ___ Exceeds Expectations ___ Does Not Meet Expectations ___

Comments are required:

Customer Service

- Listens to internal and external customers and actively works to meet their expectations and needs.
- Responds to customers in a timely manner.
- Demonstrates respect for all individuals regardless of background, culture, or level within the College.

Meets Expectations ___ Exceeds Expectations ___ Does Not Meet Expectations ___

Comments are required:

Technology

- Uses technology tools to maximize work product and productivity. (competency)
- Demonstrates use of current technology in all aspects of the job. (currency)
- Successfully completes technology skills assessments and incorporates knowledge in work practices.

Meets Expectations ___ Exceeds Expectations ___ Does Not Meet Expectations ___

Comments are required:

Section 3B. Performance Criteria. *Please check the appropriate evaluation for each of the following criteria and provide examples of performance that support the rating. As appropriate, also provide comments on the employee's strengths and/or areas for development.*

(more)

Integrity

- Complies with Board policies and College regulations.
- Recognizes potential ethical issues or conflicts of interest and reports them to the appropriate administrator.
- Is aware of and upholds confidentiality.
- Uses College property and work time exclusively for College-related business.

Meets Expectations ____ Does Not Meet Expectations ____

Comments are required:

Attendance

- Uses leave time appropriately.
- Is reliable and consistently at work except for planned absences.
- Reports all leave time accurately and promptly.
- Works assigned hours.

Meets Expectations ____ Does Not Meet Expectations ____

Comments are required:

Section 4. Professional Development Plan – Attached.

Section 5. Overall Evaluation: Note that this rating is an overall assessment, not an average of the ratings.

__Meets Expectations	__Exceeds Expectations	__Does Not Meet Expectations
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(more)

Section 6. Signatures

Supervisor Signature:	Date:
-----------------------	-------

Next Level Supervisor Signature:	Date:
----------------------------------	-------

Employee Signature:	Date:
---------------------	-------

Note: Your signature only indicates that you have read and discussed the evaluation with your supervisor.

Employee Comments - Optional. Employee may comment on the evaluation if he/she chooses to do so.

(end)

New 4-27-14, rev 6/2/14

BROOKDALE COMMUNITY COLLEGE

BCCPSA EMPLOYEE SELF REPORT

Name: _____ Title: _____

Evaluation Period _____ Date Completed _____

1. My accomplishments and activities related to my primary duties over the course of the past year are: (Descriptions would include the quantity and quality of work and how your actions supported your department and the College's goals).
2. My professional development activities for this evaluation period were: (including workshops, webinars, education, technology classes that enhanced your job skills). Please include the activity and the dates attended.

These professional development opportunities enhanced my job performance in the following ways:

3. The following are additional activities I engaged in, if any, outside of my regular job responsibilities, that contributed to the mission of the College, e.g., Governance, Open House

The following College related professional development activities would enhance my job performance and add value to the College. I will discuss my participation in these activities with my supervisor in setting my College supported professional development goals for next fiscal year.

BCCPSA PROFESSIONAL DEVELOPMENT PLAN

Performance Year

Employee Name

Title

Prepared By Supervisor (Name)

Date

The following plan is intended to enhance and build upon the employee's existing strengths, and improve overall performance. This plan can include a mix of developmental work assignments, special projects, coaching, training and education. The employee is expected to execute the plan, the supervisor is expected to support, guide and assist the employee.

Skill/Knowledge	Development Activities	By When
		6/30

Skill/Knowledge	Development Activities	By When
		6/30

If any, what other professional development activities are suggested that would prepare the employee for other potential responsibilities or assignments within the College?

Skill/Knowledge	Development Activities	By When
		6/30

APPENDIX B

Professional Staff Association Grievance Form – Step Two

To: _____ Received _____ (Date)
(Executive Level Administrator)

Copy To: Associate Vice President HR & Organizational Safety
Supervisor

Grievant's Name: _____ Department _____

Informal Step One

An employee with a grievance shall first discuss it with the immediate administrative supervisor within twenty (20) working days from the time the employee knew or should have known of its occurrence. The informal step shall be a meeting with the immediate supervisor who shall make note of the meeting and attempt a satisfactory resolution of the grievance. The employee may involve the Association in the Informal Step One level; the supervisor and/or the Association may request participation by Human Resources. 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 discussion of a matter at issue.

Informal meeting took place on (Date) _____ with _____ (Supr)

If the grievance is not settled through Step One, the same shall within ten (10) working days be reduced in writing by the Association and submitted to the appropriate executive level administrator or designee, copied to the Associate Vice President of HR & Organizational Safety, if not the named designee. The answer to such grievance shall be made in writing to the Association, with a copy to the employee and the Associate Vice President of HR & Organizational Safety, within ten (10) working days of submission.

Define the specific grounds for objecting to the disposition of the matter after the Informal Step One meeting:

Contract Provision Violation:

Remedy Sought:

Provide any details and documentation that will assist in understanding the matter completely. If additional space is needed, attach sheets to this form.

Association Representative's Name: _____ Date _____

Association Representative's Signature: _____

Professional Staff Association
Grievance Form – Step Three

To: President Received _____ (Date)

Copy: Associate Vice President of HR & Organizational Safety
Supervisor
Step Two Executive Level Administrator

Attachment: Step Two Response

Grievant's Name: _____ Department _____

Step Three

If the grievance is not settled at Step Two, then the aggrieved employee and the Association shall have the right within ten (10) working days to submit the grievance in writing to the President of the College, or a designated representative, copied to the Associate Vice President of HR & Organizational Safety, the supervisor, and the Step Two executive level administrator. The President or designee shall answer in writing such grievance within ten (10) working days after submission to the Association with a copy to the Associate Vice President of HR & Organizational Safety, the supervisor, and the Step Two executive level administrator.

Step Two response was dated: _____

Name of Executive Level Administrator responding to Step Two: _____

Define the specific grounds for objecting to the disposition of the matter after the formal Step Two filing:

Contract Provision Violation:

Remedy Sought:

Provide any details and documentation not previously provided that will assist in understanding the matter completely. If additional space is needed, attach sheets to this form.

Association Representative's Name: _____ Date

Association Representative's Signature:

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