

**CONTRACT BETWEEN  
COUNTY COLLEGE OF MORRIS  
STAFF ASSOCIATION  
AND  
COUNTY COLLEGE OF MORRIS**



**JULY 1, 1995 TO JUNE 30, 1997**





PREAMBLE

THIS AGREEMENT entered into the 21st day of

June, 1995 BETWEEN

COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey;

(hereinafter called the "College"); and

COUNTY COLLEGE OF MORRIS STAFF ASSOCIATION; (hereinafter

called the "Association").



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ARTICLE I  
RECOGNITION

A. The College recognizes the Association as the sole and exclusive representative of those employees in the bargaining unit for the purpose of collective negotiations concerning wages, hours of work and other terms and conditions of employment.

B. Included titles covered under this Agreement are all full-time permanent employees of the College enumerated in PERC Docket Nos. RO-814 and RO-823, dated September 27, 1974; and those additional staff titles which the parties have since agreed are within the bargaining unit as enumerated in grade and classification schedules Exhibits A and B.

C. Excluded from coverage under this Agreement are all other employees of the College not included within this unit; and any full time unit positions that are fully funded by grants received by the College during the implementation of such grants.

D. New Positions

1. Nothing in this agreement shall limit the authority of the Board to create new job titles.

2. In the event the Board authorizes the creation of a new position, and such position is not within any of the job titles in Exhibit A, the College shall, within thirty (30) calendar days of this action, advise CCMSA, in writing, of the title, proposed grade level, and a brief description of the proposed duties of the position.

3. Within ten (10) calendar days after delivery of such notification, CCMSA may deliver to the President of the College a written request that the proposed new position be included in the bargaining unit

Article I continued

covered by this agreement. Within ten (10) calendar days after delivery of the request, the College and CCMSA shall meet in an effort to reach agreement as to whether the position shall be included in the bargaining unit.

4. If the parties are unable to reach such agreement, either party may file a petition with the Public Employment Relations Commissions, seeking a determination of such dispute. The parties agree that the Public Employment Relations Commission shall have exclusive jurisdiction and determination of inclusion of an additional title in the bargaining unit, and such dispute shall not be subject to the grievance procedure set forth in this agreement.

5. In the event the parties agree, or it is otherwise determined a new position shall be included in the bargaining unit, any employee who is employed in such a position shall be covered by the terms of this agreement retroactive to his/her date of hiring in the stated position.

6. Failure of CCMSA to request inclusion in the bargaining unit of a new title within the ten day period specified above shall be conclusively deemed an acceptance that such title should be properly excluded from the bargaining unit.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The College and the Association agree to abide by the negotiating time requirements established by the rules and regulations of the Public Employment Relations Commission.

B. Whenever members of the bargaining unit are mutually scheduled by the parties or the Public Employment Relations Commission to participate during working hours in conferences, meetings or negotiations concerning the administration or negotiations of this Agreement, those employees will suffer no loss in regular straight time pay.

C. Employees so scheduled shall advise their immediate supervisors in advance in writing of the time during which they will be involved in such activities.

### ARTICLE III

#### DISPUTE RESOLUTION PROCEDURES

##### A. Purpose

The purpose of the dispute resolution procedures set forth in this Article is to secure, at the lowest level possible, equitable solutions to dispute of employees. Nothing contained in this Article shall preclude an employee or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to a dispute resolution procedure. The parties involved in dispute proceedings shall keep such proceedings as informal and confidential as may be appropriate at each level of such procedure.

##### B. Informal Dispute Conference

Within fifteen (15) calendar days after the occurrence of a job-related dispute, an employee may simultaneously submit to his/her supervisor and the Association a written request that an informal conference be scheduled with the appropriate supervisor to discuss resolution of the dispute. The supervisor shall schedule an informal conference within ten (10) calendar days of the written receipt of the employee's request. The objective of the informal conference shall be to discuss and resolve the dispute informally with the employee and the Association. If within fifteen (15) calendar days from submission of the request for an informal conference, the employee does not feel that a satisfactory resolution has been reached, he/she may initiate the appropriate grievance procedure.

##### C. General Grievance Procedures

1. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

ARTICLE III continued

2. Failure of the College or its representatives to respond at any step of a grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievance may continue within the time limit specified to the next step.

3. The time limits set forth may be mutually extended in writing.

4. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties of employees.

5. Days as referred to in this Article shall be calendar days.

6. Any aggrieved person may be represented at all stages of a grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of a grievance procedure.

7. All conferences and hearings conducted under any grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his/her testimony.

8. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

D. Group Grievance

If in the judgment of the Association a grievance affects a group or class of employees and members of that group or class have requested that the Association process the grievance, the Association may submit a group

ARTICLE III continued

grievance under one of the procedures set forth in this Article providing the grievance is within the scope and definition of the grievance procedure initiated. Such group grievance shall be filed within the time limits and processed in the same manner hereinafter set forth in the applicable grievance procedure.

E. Contractual Grievances

1. Definition

A contractual grievance is an alleged misinterpretation, misapplication, or violation of the express terms of this Agreement but shall not include:

(a) Those matters which under the law or terms of this Agreement are not grievable; or

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section F (1) of this article.

2. Step One

If within fifteen (15) days from the date of the informal conference, the dispute has not been resolved to the satisfaction of the employee, he/she may formally submit to the Director, Human Resources, a "statement of contractual grievance" in the form attached to this Agreement (Exhibit C). Within fifteen (15) days after receiving the statement of contractual grievance, the Director, Human Resources shall render a written report of the disposition of the contractual grievance to the grievant.

3. Step Two

(a) In the event the grievant is not satisfied with the disposition of the contractual grievance at Step One, he/she may, within

ARTICLE III continued

fifteen (15) days after receipt of the report and disposition at Step One, file with the President of the College, the appeal form attached.

(b) The President, or his designee, shall conduct a closed hearing on the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the contractual grievance appeal within thirty (30) days from his receipt of the Statement of Appeal on the form provided. Copies of the President's decision shall be given to the grievant and the Association.

4. Step Three

Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her contractual grievance by the President, he/she may request in writing that the Association submit his/her contractual grievance to binding arbitration. If the Association desires to submit the contractual grievance to arbitration, it must do so within twenty (20) days after receipt by the Association of the Step Three decision of the President of the College.

(b) The Association shall request a list of arbitrators from the Public Employee Relations Commission (PERC) and the matter shall proceed in accordance with the rules and regulations of the Public Employee Relations Commission in the selection of an arbitrator.

(c) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to

ARTICLE III continued

make any decision which requires the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and regulations of the New Jersey Commission on Higher Education.

(d) The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

(a) A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable.

(b) A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the New Jersey Commission on Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.



ARTICLE III continued

2. Step One

If within fifteen (15) days following the informal conference, the dispute has not been resolved to the satisfaction of the employee, he/she may formally submit to the Director of Human Resources & Labor Relations a signed written statement of grievance outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Director of Human Resources & Labor Relations or his designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Director of Human Resources & Labor Relations shall render a written disposition of the non-contractual or statutory-regulatory grievance to the grievant, within twenty (20) days from receipt of the grievance.

3. Step Two

In the event the grievant is not satisfied with the disposition of the non-contractual or statutory-regulatory grievance at Step One, he/she may within fifteen (15) days after receipt of the disposition at Step One, file a written appeal with the President of the College, requesting him to review the decision of the Director of Human Resources & Labor Relations. Upon receipt of the appeal, the President or his designee shall make such further inquiry as he/she deems necessary, and the President shall deliver a copy of his decision on such appeal to the grievant and the Association, within twenty (20) days from receipt of the grievance.

ARTICLE III continued

4. Step Three

If the aggrieved person is not satisfied with the disposition of his/her grievance by the President of the College, the grievant may request that the Association submit his/her grievance to advisory arbitration, providing that no other proceeding, petition or appeal has been initiated by the grievant or the Association, arising out of the same factual circumstances or seeking similar relief. If the Association desires to submit the grievance to arbitration it must, within twenty (20) days after receipt by the Association of the Step Two decision of the President of the College, submit such grievance to the PERC in accordance with the rules and regulations of such organization. The arbitrator's decision shall be advisory and shall not be binding on either party. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion of the issue submitted. The costs of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

G. Election of Remedies

1. The filing of a non-contractual or statutory-regulatory grievance with the Director of Human Resources & Labor Relations shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section E (1) of this Article.

ARTICLE III continued

2. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter has been conferred by law, the pending contractual, non-contractual, or statutory-regulatory grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Association to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

ARTICLE IV

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

A. There shall be a joint committee of no more than three (3) members from the Association and three (3) from the College. This committee shall meet not less than once every three (3) months for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.

B. The committee created pursuant to this Article shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this Article be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The College agrees to furnish to the Association in response to reasonable requests made by the Association from time to time, available public information concerning the College which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the College to disclose any information which may be classified as privileged and/or confidential.

B. No person covered under this Agreement shall engage in Association activities during the time the employee is assigned to duty. Representatives of the Association employed by the College shall be permitted to transact official Association business on College property at reasonable times outside of their normal working hours, provided they shall not interfere with or interrupt normal College operations or work responsibilities of other employees.

C. When the Association wishes to utilize any College facilities, the Association shall obtain permission from the Vice President for Business and Finance or his designee in accordance with College policy.

D. The Association shall have the right, with the permission of the Vice President for Business and Finance or his designee to use College equipment on campus (typewriters, copy machines, calculating machines and audiovisual equipment) at reasonable times, when such equipment is not otherwise required for College operations. The Association may also use a photocopy machine during non-working hours of the employee involved, provided the Association furnishes its own paper for the photocopier. Permission will be granted for the use of such equipment provided a person trained and experienced in the use and operation of such equipment is in attendance.

Article V continued:

The Association shall provide all materials and supplies incidental to such use. The Association shall be responsible for any damage resulting from misuse or abuse of any equipment by the Association or its representatives. The College shall not be responsible for the safe operation of the equipment which shall remain the sole responsibility of the individual and/or the Association.

E. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall insofar as legally possible be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

F. Upon request, the President of the Association and one person designated by him/her shall annually each be entitled to five (5) days leave with pay for the purpose of conducting Association business. Any such request must be made in writing to the Director, Human Resources five (5) days in advance and the College may require evidence to substantiate such leave.

G. The Association will be notified at least thirty (30) days prior to subcontracting work performed by members of this unit. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such subcontracting.

H. The College shall assign an area for Association files for the official and exclusive use of the Association. The Association may install filing cabinets and other filing furniture at its own expense, provided same are not hazardous and do not cause damage to College personnel or facilities. The Association will adhere to the College rules and regulations pertaining to the use of building space including access for maintenance, safety and security.

ARTICLE VI

WORK YEAR AND HOURS OF WORK

A. Ten Month Employees

1. Ten-month employees are those who are employed to work for a ten consecutive month period during the fiscal year.

2. Ten-month employees shall not be entitled to benefits as set forth in this Agreement which would accrue solely as a result of twelve-month employment.

B. Hours of Work

1. The normal workday for those employees working a thirty-five (35) hour week shall be seven (7) hours, exclusive of any unpaid lunch period of either thirty (30) or sixty (60) minutes as approved or determined by the immediate supervisor.

2. The normal workday for those employees working a forty (40) hour week shall be eight (8) hours, exclusive of any unpaid lunch period.

3. Coffee Break

a. Employees who work a forty (40) hour week will be permitted to take one (1) fifteen (15) minute coffee break during the first four (4) hours of employment and one (1) ten (10) minute coffee break during the last four (4) hours of employment provided such coffee breaks do not interfere with the normal operations of the Department and have been approved by the employee's immediate supervisor.

b. Employees who work a thirty-five (35) hour week will be permitted to take one (1) fifteen (15) minute coffee break during the first four (4) hours of employment provided such coffee break does not interfere with the normal operations of the Department and has been approved by the employee's immediate supervisor.

Article VI continued:

C. Summer Hours

1. Effective the first Monday in June and continuing through the Friday before the Labor Day holiday or the Friday before the first scheduled day of classes for the fall semester, whichever occurs first, those employees scheduled for a one (1) hour unpaid lunch period will take a one-half hour unpaid lunch period. This will permit them to leave the College one-half (1/2) hour earlier during this summer period.

D. Compensatory Time

1. After the accumulation of 35 hours of compensatory time the employee shall have the option of either continuing to accumulate the compensatory time until the mandatory pay-off date of June 30 or electing to be paid for such time at straight time rates which shall be paid with the pay check for the pay period following the period in which the time was earned.

2. Employees with at least ten years of continual service at the College may request to carry over accumulated compensatory time beyond the mandatory pay-off date of June 30. Any compensatory time carried over beyond June 30 must be scheduled as paid leave time during the months of July and August of the same year. Employees with ten years of service who wish to take advantage of this option must make a written request to their supervisor outlining the actual date when the compensatory leave will be taken during July and August. Supervisors approving the leave schedule will forward a copy of the approved leave schedule to the Human Resources Department signifying that compensatory time can be carried over beyond June 30 for use during that summer only.



Article VI continued:

E. Reporting Absences

Whenever an employee has just cause for reporting late or absenting himself from work, employee shall give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice.

ARTICLE VII

EMPLOYMENT PROCEDURES

A. Notification

1. Each new employee will be given a copy of this Agreement with his/her letter of employment.

2. The Association will receive written notice of the name, hire date, department, job title, and annual salary of each newly hired employee. The Association will be advised in writing when a unit member terminates employment with the College.

B. Resignation

1. An employee who is resigning from his/her position shall give ten (10) workdays notice to his/her immediate supervisor in writing.

2. Earned vacation shall be paid according to the proportion of months worked to the total contract year provided proper notice has been given. Earned vacation pay shall be forfeited if the employee fails to return college equipment or property, or if the employee fails to give proper resignation notice unless the College agrees in writing to a shorter notice period.

ARTICLE VIII

OVERTIME, CALL IN, CALL BACK, PREMIUM PAY

A. Overtime

Employees shall be required to work a reasonable amount of overtime when requested to do so by the College. Department supervisors shall schedule overtime assignments based upon the need of the department. Each department supervisor shall have the option to determine how to distribute overtime so that it is scheduled equitably (e.g., rotating seniority basis) among employees.

1. Overtime at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay (annual pay converted to an hourly equivalent) shall be paid for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a payroll week.

2. If the overtime requested is related to campus events scheduled by the College in advance, three days advance notice of the overtime request shall be given to the employee.

3. If the overtime requested is related to events which the College has not scheduled in advance, notice of the overtime request shall be given at least three (3) hours prior to quitting time of the day such overtime is required.

4. Overtime work may only be performed with the prior approval of the immediate supervisor. Any time worked without such approval may subject the employee to disciplinary action.

5. Payment of overtime will be computed as follows:

- a. Zero (0) to fifteen (15) minutes - 0
- b. Sixteen (16) to thirty (30) minutes -  
thirty (30) minutes

Article VIII continued:

c. Thirty-one (31) minutes through sixty (60) minutes - sixty (60) minutes.

d. Additional overtime beyond one (1) hour will be computed on the same basis.

B. All hours for which compensation is paid but during which no work is performed because of illness (sick leave) shall not be counted for purposes of determining overtime pay entitlement. All other types of paid leave and holidays declared and recognized by the College shall be counted for purposes of computing overtime entitlement.

C. Call In and Call Back Time

1. An employee called in to his/her place of employment on his/her day off shall receive a minimum of four (4) hours of straight time pay.

2. An employee called back after having completed his/her regularly scheduled workday and having left the premises shall receive a minimum of four (4) hours straight time pay.

3. The provision of Section C of this Article shall not apply to pre or post shift hours which are contiguous to the workday.

D. All overtime shall be assigned on a fair and equitable basis within each department.

E. College Closing

Employees in the Plant and Maintenance Department and the Security Department shall receive, in addition to regular salary, one hour of compensatory time for each hour worked when the College has both cancelled classes and excused all other full-time staff employees because of adverse weather or emergency conditions. The compensatory time shall be scheduled with approval of the supervisor so as not to affect necessary college operations.

Article VIII continued:

F. Premium Time

1. Premium rate as used in this Article means compensation at the rate of two (2) times the employee's regular hourly rate of pay (annual pay converted to an hourly equivalent).

2. An employee shall be eligible for the premium rate for hours actually worked on the seventh (7th) consecutive day (counting from the first day of the employee's regular work week) providing that such employee during the preceding work week has worked, as defined by Section F.3 of this Article, a minimum of forty (40) hours. If an employee has met the forty (40) hour threshold prior to the seventh (7th) day, such employee shall be entitled to the premium rate for each hour worked on the seventh (7th) day.

3. Work week means at least seven (7) hours worked per day on five succeeding calendar days (counted without regard to the end of the month) without intervening days off or leave time of any type, except that for the purposes of determining work week, College recognized holidays, scheduled leave time (vacation, personal, and compensatory time) requested by the employee at least one week in advance by the employee, and College closings shall be considered days worked.

4. Premium time worked must have the prior approval of the member's supervisor. Employees eligible for premium rate earned shall request payment for premium rate in the manner prescribe by the College.

5. Payment of premium rates shall not be duplicated for the same day and the maximum rate of compensation shall not exceed two (2) times regular hourly rates. Any such seventh (7th) day worked shall not be counted toward overtime or premium pay in any subsequent time period.

ARTICLE IX

EMPLOYEE EVALUATION AND PERSONNEL FILE

A. An employee shall have a formal evaluation with his/her immediate supervisor at least once in each year. If during the period between annual evaluations an employee's performance is not considered satisfactory, the College reserves the right whereby the supervisor may counsel the employee on any aspects of unsatisfactory performance and, when necessary, institute a progressive disciplinary process.

B. A written evaluation report shall be prepared and shared with the employee at least five (5) calendar days in advance of the formal evaluation conference between the employee and the evaluating supervisor. If the employee prepares a written self-appraisal, the employee shall share a copy of the self-appraisal five days in advance of the formal evaluation conference between the employee and the evaluating supervisor.

C. The evaluation report will provide space for employee comments, if any. Employees will be required to sign each evaluation report. The signature of the employee shall not constitute agreement with the contents of the evaluation report, the employee's signature shall indicate that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become a part of the employee's personnel file.

D. Upon reasonable request, an employee will have an opportunity to review his/her personnel file.

E. An employee will be advised of any derogatory material concerning conduct or service which has been placed in the employee's personnel file. Upon reasonable request, the employee will have an opportunity to review such

Article IX Continued

material and shall acknowledge that he/she has reviewed the material by fixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such material and such answer shall be included with the file copy.

ARTICLE X

PROBATIONARY PERIOD, DISCHARGE, AND NON-REAPPOINTMENT

A. The first six months of an employee's employment shall be considered a probationary period, during which such employee may be discharged for any reason and such discharge shall not be grievable.

B. Employees discharged after the completion of their probationary period will, upon request, be furnished the reason or reasons for such discharge.

C. The cause for which employees may be discharged shall include, but not be limited to violation of rules, regulations and policies of the College.

D. A probationary employee will be paid only for time actually worked; for holidays for which the employee is eligible under the provisions of Article XVI, Holidays; for jury duty when applicable as set forth in Article XIV, Leaves of Absence; and after three months of employment, for personal leave and sick leave as set forth in Article XIV, Leaves of Absence.

E. Benefits entitled to under this agreement shall commence when the employee successfully completes the probationary period unless this agreement, governing regulation, or insurance contract specifically states otherwise.

F. Employees shall be employed for a contract term of not less than ten months and not more than twelve months. The Board of Trustees reserves the prerogative and discretion not to reappoint an employee. The decision of the Board of Trustees not to reappoint an employee shall not constitute a discharge and shall not be grievable.



ARTICLE XI

DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XII

MISCELLANEOUS

A. Non-Discrimination

1. Pursuant to the New Jersey Employer-Employee Relations Act, the College and the Association hereby agree that every employee of the College covered by this Agreement shall have the right to freely organize, join and support the Association or to refrain from doing so. The College and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.

2. Neither the College nor the Association shall discriminate against any employee because of race, creed, color, marital status, religion, age, sex, or national origin.

B. Any individual employment agreement between the College and an individual employee will be consistent with the terms of this Agreement.

C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall serve notice personally, or by regular mail to the following:

1. If by the Association, to the Director of Human Resources & Labor Relations.
2. If by the College, to the President of the Association.

ARTICLE XII continued

D. Bookstore

Staff employees shall be able to purchase, for their own use, merchandise and/or one copy of a book at the College bookstore at a 15 percent discount on all non-sale items provided a 15% mark-up exists, and provided the total purchase exceeds three (\$3.00) dollars.

E. Meal Allowance

An employee required to work three (3) or more hours in excess of his/her regular work day shall be entitled to a non-transferable meal ticket valid only at College food service facilities, which will entitle such employee to a meal allowance of \$7.50. If all College food service facilities are closed, and the employee is unable to use such meal ticket, the employee may redeem such ticket for the equivalent amount of cash as a meal allowance.

F. Printing

The College, at its expense, shall print such number of copies of the agreement so that each employee may be provided with one copy and 50 additional copies shall be provided to the Association.

G. Transporting Students

Employees shall not be required to transport students or other employees in the employee's vehicle in connection with College activities.

H. When an employee is requested to use his/her own vehicle for approved college related business, he/she will be compensated at the rate established by the Board of Trustees but not less than \$.25 per mile.

ARTICLE XIII

JOB OPENINGS, LAYOFFS AND SENIORITY

A.           Job Openings

1.   Open Staff Positions will be publicized on a Job Opportunity notice or similar publication at least seven (7) calendar days prior to the position being filled. The College shall post open staff positions outside the Human Resources Office not less than three calendar days prior to publication of the open staff positions in the newspaper. Copies of all Job Opportunity notices for Staff, Administrative, or Faculty positions will be sent to the Association when posted.

2.   If an employee applies for an open staff position and meets all qualifications, the College shall give first consideration to the applicant before filling the vacancy.

B.           Layoff and Seniority

1.   Employees who are laid off will be notified of Open Staff Positions within their job classification for a six (6) month period after such layoff. Notice of recall to work shall be addressed by certified mail, return receipt requested, to the employee's last address appearing in the records of the College.

2.   The Association will be notified at least thirty (30) days prior to implementation of a layoff. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such implementation.

3.   Seniority shall be defined as the total continuous years of service spent as a full-time employment at the College.

ARTICLE XIII continued

4. For the purpose of determining eligibility for salary increases, service bonuses, and fringe benefits, the employee's total continuous length of service with the College shall be utilized.

5. In the event of a layoff, a more senior employee shall have the right to bump the least senior employee within the same job title and division, provided the senior employee is qualified for the job into which he/she bumps. The Divisions of the College are defined as Academic Affairs, Business and Finance, Student Personnel Services, and the Office of the President. For the purposes of layoffs, the Division of Advancement and Planning shall be included with the Office of the President.

6. If the College chooses to retain an employee with the least seniority, the College shall forward to the Association within ten (10) calendar days, a written statement of the reasons for the College's decision. If the least senior employee is retained, the employee whose position is scheduled to be abolished shall have the ability to bump the second least senior employee within the same job title and division, provided the senior employee is qualified, as outlined in the job requirements section of the job description, for the job into which he/she bumps.

7. Employees who have held a lower grade position in their current division within four (4) years of the implementation date of a lay off which results in the elimination of their current position shall have the ability to bump the least senior employee in a lower grade position within the same division if they are deemed qualified for the lower grade position by the College.

ARTICLE XIII continued

8. Seniority shall not be accumulated during the lay off period. Upon recall, an employee shall have his/her accumulated seniority to the date of lay off restored.

9. An employee who accepts an employment offer of recall must actually commence such employment within forty-five (45) days from the date of his/her acceptance of the job offer. Failure to accept any job offer made under this paragraph shall be deemed a waiver of any future rights of recall.

ARTICLE XIV

LEAVES OF ABSENCE

A. Personal Leave

Staff employees shall be eligible for personal days with pay to observe religious holidays, to take care of personal or family emergencies or responsibilities that cannot be scheduled at a time which does not conflict with performance of employment duties.

(a) Twelve-month employees who became full-time prior to July 1, 1995 shall be eligible for three personal leave days with pay during the College fiscal year.

(b) Twelve-month employees who become full-time after June 30, 1995 shall be eligible for personal leave during the College fiscal year in accordance with the following schedule:

<u>Years of Full-Time Service Completed as of July 1</u>	<u>Eligible Personal Leave Per Fiscal Year</u>
Three or More Years	3 Days
Two but less than Three Years	2 Days
One but less than Two Years	1 Day
Less than One Year	0 Days

2 (a) Ten-month employees who became full-time prior to July 1, 1995 shall be eligible for up to two personal leave days with pay during the College fiscal year.

ARTICLE XIV continued

(b) Ten-month employees who become full-time after June 30, 1995 shall be eligible for personal leave during the College fiscal year in accordance with the following schedule:

<u>Years of Full-Time Service Completed as of July 1</u>	<u>Eligible Personal Leave Per Fiscal Year</u>
Three or More Years	2 Days
Two but less than Three Years	1 Day
One but less than Two Years	1/2 Day
Less than One Year	0 Days

3. Whenever possible, any employee planning to use a personal leave day shall request permission in writing from his/her supervisor five (5) days in advance of the requested leave. Whenever an emergency arises which precludes providing the required five days advance notice, the employee shall provide sufficient information to enable the supervisor to determine whether the reason for the leave complies with the purpose of personal leave, as defined in Section A above, and enables the supervisor to determine that the need for the leave could not have been anticipated five days in advance.

4. Personal leave may not be taken in a unit of less than one hour.

5 (a) Twelve-month employees with three years or more of full-time service on July 1, 1995 and twelve-month employees who became full-time prior to July 1, 1995 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their personal days reduced and returned to the College based upon the following schedule:



ARTICLE XIV continued

<u>Termination Date</u>	<u>Personal Days</u>
July 1 to October 30	2 days
November 1 to February 28/29	1 day
March 1 to June 30	0 days

(b) Twelve-month employees hired after June 30, 1995 with two years less than three years full-time service on July 1 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their personal days reduced and returned to the College based upon the following schedule:

<u>Termination Date</u>	<u>Personal Days</u>
July 1 to December 31	1 day
January 1 to June 30	0 days

(c) Ten-month employees with three years or more of full-time service on July 1, and ten-month employees who became full-time prior to July 1, 1995 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their personal days reduced and returned to the College based upon the following schedule:

<u>Termination Date</u>	<u>Personal Days</u>
July 1 to December 31	1 day
January 1 to June 30	0 days

(d) If an employee has utilized all of their personal leave at the date of termination, their final paycheck shall be reduced to account for any personal days which must be reduced and returned to the College.

ARTICLE XIV continued

B. Sick Leave

1. An employee shall be allowed sick leave as limited below when he/she is unable to perform his/her work due to personal illness or injury.

2. Days available for sick leave with pay shall accrue to each full-time employee on the basis of one (1) day for each month of employment. Sick leave shall accrue during the first three months of employment but shall not be eligible for use until after the employee has completed three months of employment. Accrued days for sick leave not used in the College year (July 1 through June 30) shall accumulate and be available for use during subsequent College employment. Sick leave shall not be recognized in a unit of less than one hour.

3. A doctor's certificate may be required for approved sick leave, or to verify satisfactory recovery following sick leave after the employee has been absent three consecutive days or when the College has reason to believe that the employee may be abusing his/her sick leave privilege.

4. An employee may utilize sick leave to be present during a period of medical care by a physician for the employee's spouse, child over the age of twelve, parent, brother or sister, or corresponding in-laws. The College may require certification from a physician for approval of such absence. An employee may also utilize sick leave to care for a child under the age of thirteen who is: i) ill and unable to attend school or day care; or ii) is not currently enrolled in school or day care. The College may require certification from the school or day care center indicating that the child was absent due to illness.

ARTICLE XIV continued

C. Bereavement Leave

Up to five (5) days at any one time may be granted upon request to an employee in the event of death of the employee's spouse, child, parent, brother or sister, grandparent, grandchild, corresponding in-laws, or a person residing in the household of the employee where the employee is the primary care giver. A similar request may be made in the event of the death of a member of the immediate family residing in the employee's household. Proof of death may be required by the College.

D. Military Leave

An employee inducted or called for active military duty, or who enlists for one (1) enlistment period in any branch of the United States Armed Forces, shall be granted military leave without pay.

The College will abide by all applicable regulations of State and Federal Law regarding military leave.

E. Jury Duty

An employee called for jury duty shall be granted leave for such purpose and will be paid the difference between his/her per diem salary during such jury duty and the amount of payment certified to have been made by the State or County for such jury duty. An employee on jury duty is expected to report to work when he/she is not actively serving as a juror, provided he/she has been excused by the Judge or other duly authorized Court official.

F. Maternity Leave

1. Upon written request filed at least ninety (90) days in advance with the College Personnel Department, a pregnant employee shall be granted leave of absence for the period of anticipated maternity disability as

ARTICLE XIV continued

set forth by such employee in the leave request, but such leave request shall not exceed a period of one hundred eighty (180) days. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

2. Such maternity leave of absence shall be without pay or fringe benefits, except for the use of accumulated sick leave, but such employee shall be eligible for all benefits associated with temporary disability including medical benefits.

3. A statement from the employee's physician certifying that the employee is physically able to return to duty shall be furnished to the College before an employee is permitted to return from maternity leave. The date of return may be adjusted in consideration of either medical evidence or administrative feasibility.

4. Except as provided above, no employee shall be barred from returning to employment after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.

5. In the event the leave exceeds six (6) months, then the employee shall not qualify for a salary increment that year.

6. No employee shall be removed from her duties during pregnancy except upon one of the following:

a. The College has found her work performance has substantially declined from the time immediately prior to her pregnancy.

ARTICLE XIV continued

b. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:

(1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

(2) The College's physician and the employee's physician agree that she cannot continue working, or

(3) Following any difference of medical opinion between the College's physician and the employee's physician, a physician selected jointly by the College and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the College.

G. Hospitalization or Post Hospitalization

Convalescence of Family Member

Upon a request submitted to the Human Resources Department, through the employee's supervisor, leave with pay, according to the schedule defined in Section G.1 of this Article, may be granted in each contract year to an employee in the event of hospitalization or post-hospitalization convalescence of an employee's spouse, child, parent, brother or sister, grandparent, grandchild, corresponding in-laws, or persons residing in the household of the employee where the employee is the primary care giver. For approval of such request, the College may require certification from a

ARTICLE XIV continued

physician of hospitalization or post hospitalization convalescence. In the event of extenuating circumstances, consideration will be given by the College to an extension of such leave with or without pay in the sole discretion of the College.

1. <u>Years of Full-Time Service Completed on Date(s) of Requested Leave</u>	<u>Total Family Hospital/ Post Hospital Convalescence Leave Per Contract Year</u>
Four or More Years	4 Days
Three but less than Four Years	3 Days
Two but less than Three Years	2 Days
One but less than Two Years	1 Day
Less than One Year	0 Days

H. Special Purpose Leave

Leaves of absence without pay for special purposes may be granted by the College upon written application of the employee submitted to the College Personnel Department through his/her immediate supervisor. Insofar as possible, within ten (10) days after receipt of such request, the employee shall be notified of the disposition of his/her request. Decisions of the College with regard to special purpose leave requests shall not be arbitrable. Rights to seniority or increments, or other fringe benefits, shall not accrue for any special purpose leave which extends beyond six months.

ARTICLE XIV continued

I. If an employee is eligible for leave time pursuant to the federal Family and Medical Leave Act and/or the New Jersey Family Leave Act ("Statutory Leave"), any paid sick leave, vacation, family hospital/post hospital convalescence leave, or personal leave permitted and taken under the provisions of this contract shall be substituted for and credited against the Statutory leave entitlement.

ARTICLE XV

VACATION

A. 1. Employees appointed to twelve month positions are eligible to earn vacation leave. Employees appointed to ten month positions are not entitled to vacation leave. Vacation leave is earned according to the following schedule:

<u>Service Requirements</u>	<u>Monthly Leave Time Earned</u>
1st through the 5th year of consecutive full-time service.	One day per month, up to a maximum earning of ten (10) vacation days in a fiscal year.
6th through June 30th following the 10th year of consecutive full-time service.	One-and-one-quarter (1.25) days per month, up to a maximum of twenty (20) vacation days, inclusive of vacation earned in Section A.2 of this Article, in a fiscal year.
Beginning of July 1st following the completion of 10 years of consecutive full-time service.	Two days (2) per month up to a maximum of twenty (20) vacation days in a fiscal year.

2. On the following anniversary date of employment, the employee shall earn the following additional vacation leave:

<u>Anniversary Date of Employment</u>	<u>Vacation Leave Earned</u>
6th year	One (1) vacation day.
7th year	Two (2) vacation days.
8th year	Three (3) vacation days.
9th year	Four (4) vacation days.
10th year	Five (5) vacation days.
21st year	Six (6) vacation days.



Article XV continued

3. Effective with the College's switch to a new human resources information system, the College shall have the right to replace the vacation accumulation method described in Section A.1 through A.2 of this Article with the following accumulation method:

<u>Years of Full-Time Service</u>	<u>Vacation Leave Earned</u>
1st through the end of the 5th year of consecutive year of service.	0.834 vacation days per month up to a maximum of 10 vacation days in a fiscal year.
6th consecutive year of service.	1.334 vacation days per month up to a maximum of 16 vacation days in a fiscal year.
7th consecutive year of service.	1.422 vacation days per month up to a maximum of 17 vacation days in a fiscal year.
8th consecutive year of service.	1.500 vacation days per month up to a maximum of 18 vacation days in a fiscal year.
9th consecutive year of service.	1.583 vacation days per month up to a maximum of 19 vacation days in a fiscal year.
10th consecutive year of service through 20th year of service.	1.667 vacation days per month up to a maximum of 20 vacation days in a fiscal year.
21st consecutive year of service and beyond.	1.75 vacation days per month up to a maximum of 21 vacation days in a fiscal year.

The College agrees to provide the Association and its membership 60 days notice of the switch to the new vacation accumulation method.

4. One vacation day shall equal seven (7) hours for a 35 hour per week position and eight (8) hours for a 40 hour per week position.

B. Computing Vacation Credits

1. If the date of employment is from the first thru the fifteenth day of any month, it shall be considered a full month of employment.

Article XV continued

2. If the date of employment is the sixteenth day or later of any month, it shall not be considered for the purpose of vacation eligibility.

C. Vacation Scheduling

1. New employees shall earn vacation leave during their probationary period (first six months of employment), but shall not be eligible to utilize accumulated vacation leave until after they have successfully completed their probationary period.

2. Vacations will, so far as practical, be granted at times most desired by employees. However, the final right to schedule vacation periods and to change such schedules is exclusively reserved to the College in order to insure its orderly operation.

D. On June 30 of each year employees will be allowed to accumulate up to a maximum of one full year vacation accrual. Where an employee has had sufficient opportunity to utilize his/her vacation, accruals in excess of one year vacation accumulation on June 30 shall be forfeited by the employee. When an employee has not had sufficient opportunity to utilize his/her vacation time, the employee may make a request through his/her supervisor to the head of the division to grant up to a six (6) month extension to utilize the over accrued vacation time. An employee may not receive an extension for two consecutive years. Requests for extensions shall not be arbitrarily denied.

E. Upon separation from employment from the College for reasons other than good cause termination, an employee shall be compensated, at the employee's then current per diem rate of pay, for his/her accumulated unused vacation not to exceed the following payment limitations:

Article XV continued

Years of Full-Time  
Service Completed  
on Date of Separation

Maximum Unused  
Vacation Days  
Payment

Through 5th year

Ten (10) days

6th year

Sixteen (16) days

7th year

Seventeen (17) days

8th year

Eighteen (18) days

9th year

Nineteen (19) days

10th through 20th year

Twenty (20) days

21st year and above

Twenty-one (21) days

ARTICLE XVI

HOLIDAYS

- A. The following holidays shall be provided to the membership with pay:

New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Day

B. In order to be eligible for holiday pay, an employee must be on the active payroll of the College, and must have worked his/her regularly scheduled workday before and after the holiday, unless such absence is authorized by the College.

C. Eligible employees who are required to work on a day observed as a College holiday will be compensated at the rate of one and one-half times their regular hourly rate for all hours actually worked in addition to their pay for the holiday.

D. Ten-month employees are eligible for holiday pay for only those holidays falling within their actual work period.

E. Floating Holidays

1. Employees are eligible for floating holidays may schedule the same with the approval of the supervisor so as not to affect necessary college operations. Employees not taking a floating holiday for reasons other than inability to have their supervisor approve a date, shall not be entitled to accumulate such day after June 30 of each fiscal year, nor compensation for unused floating holidays on termination of employment.

2. a. Employee who became full-time prior to July 1, 1995 shall be entitled to four Floating Holidays per contract year.

Article XVI Continued

b. Employee who became full-time after June 30, 1995 shall be entitled to the following number of floating holidays per contract year according to their consecutive full-time employment at the College:

<u>Years of Full-Time Service Completed on as of July 1</u>	<u>Floating Holiday Entitlement Per Contract Year</u>
Four or More Years	4 Days
Three but less than Four Years	3 Days
Two but less than Three Years	2 Days
One but less than Two Years	1 Day
Less than One Year	0 Days

3. a. Employees with four years or more full-time service on July 1 and employees who became full-time prior to July 1, 1995 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their floating holiday days reduced and returned to the College based upon the following schedule:

<u>Termination Date</u>	<u>Floating Holidays</u>
July 1 to Sept. 30	3 days
Oct. 1 to Dec. 21	2 days
Jan. 1 to March 31	1 day
April 1 to June 30	0 days

b. Employees who became full-time after June 30, 1995 with three years but less than four years of full-time service on July 1 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their floating holiday days reduced and returned to the College based upon the following schedule:

Article XVI Continued

<u>Termination Date</u>	<u>Floating Holidays</u>
July 1 to Oct. 30	2 days
Nov. 1 to Feb. 28/29	1 day
March 1 to June 30	0 days

c. Employees who became full-time after June 30, 1995 with two years but less than three years of full-time service on July 1 whose employment with the College terminates during the course of the fiscal year shall have a prorated amount of their floating holiday days reduced and returned to the College based upon the following schedule:

<u>Termination Date</u>	<u>Floating Holidays</u>
July 1 to Dec. 31	1 day
Jan. 1 to June 30	0 days

d. If the employee has utilized all of their floating holidays at the date of termination, their final paycheck shall be reduced to account for any floating holidays which must be reduced and returned to the College.

ARTICLE XVII

COLLEGE RIGHTS AND RESPONSIBILITIES

A. The College hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and the Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the College of its rights, responsibilities and authority under National, State, County, or local laws.

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of an employee from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of the students of the College.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.



ARTICLE XIX

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the term of this Agreement. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XXI

PROTECTION OF EMPLOYEES

A. The College shall provide legal assistance in connection with any assault upon any employee while acting in the discharge of his/her duties. Absences arising out of, or from such assault or injury will not be deducted from the employee's sick leave or personal leave for a period of up to a maximum of Workmen's Compensation.

B. In the event criminal or civil proceedings are brought against an employee alleging that he/she has committed an assault in connection with his/her employment, such employee may request the College to furnish legal counsel to defend him/her in such proceeding. If the College does not provide such counsel and the employee prevails in the proceedings, the College shall reimburse the employee for reasonable counsel fees incurred by him/her in his/her own defense.

ARTICLE XXII

HEALTH AND PENSION

A. Health

Eligible staff employees may enroll in the State Health Benefit Plan in accordance with the established procedures for the Plan. The College shall bear the full cost of premiums for the State Health Benefit Plan for the employee and his/her dependents.

B. Pension

All employees must enroll in the Public Employees' Retirement System (PERS) in accordance with the established procedures of the System.

C. Dental Plan

The College shall provide a dental program providing individual coverage to all members of the bargaining unit by a dental care insurance policy. The College shall have the right to substitute a comparable dental policy for the Delta Dental Plan. After the expiration of this Agreement, the College shall not be obligated to pay any dental premium increase beyond the individual premium in effect during the last year of this Agreement.

ARTICLE XXIII

DISABILITY PLAN

Enrollment and Premium Payment

1. The College will pay to Washington National Insurance Company the annual premium of \$152.60 for each employee within the bargaining unit who is on the payroll on January 1, 1989 and submits an enrollment card and employees hired after this date who successfully complete the first 90 days of their probationary period. For those employees electing not to enroll in such disability plan, the College shall not make any payment to such employees in lieu of the premium.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT

A. Tuition Waiver for Courses at the County College of Morris

1. Credit Courses

The College shall waive tuition charges for employees covered by this agreement who have completed their probationary period and their spouses who meet the College's admission standards for a combined total of no more than eighteen (18) credits per fiscal year. Employees shall only be eligible to enroll in up to six credits per semester on a tuition waiver basis. Dependent children or stepchildren of employees covered by this agreement shall be permitted to enroll on a tuition free basis for a maximum of thirty (30) credits per fiscal year, provided they meet the College's admissions standards. Other fees and charges incidental to the courses enrolled shall be paid by the employee or registrant. Those employees who leave the employment of the College shall only be eligible for a prorated amount of tuition waiver credits based upon the total amount of time that they were employed during the fiscal year. (e.g. An employee who worked four months during the fiscal year would be eligible for 6 tuition waiver credits for him/herself). All courses must commence while the employee is an active employee on the College payroll.

2. Noncredit Courses

The College shall waive tuition charges for employees covered by this agreement who have completed their probationary period or spouses who enroll for no more than four (4) noncredit courses per fiscal year, providing there are sufficient paid enrollments to justify offering the courses; and

ARTICLE XXIV continued

that the courses are not provided by an agency under contract to the College, in which case tuition can not be waived. Other fees and charges incidental to the courses shall be paid by the employee or spouse.

3. Scheduling

When an employee wishes to take a course or program offered at the County College of Morris which conflicts with his/her work schedule, he/she may request: 1) To utilize vacation, compensatory, or personal leave for the time that he/she is away from his/her work station; or 2) A modification in his/her work schedule. Use of leave time or changes in the schedule of the employee shall be at the total discretion of the supervisor and are not subject to the grievance provisions of this agreement.

4. Probationary Employees

If an employee, spouse, dependent child or stepchild has enrolled for credit courses and paid the applicable tuition during the employee's probationary period, the employee may apply to the Director, Human Resources, for tuition waiver. When the employee successfully completes the probationary period and the employee or enrollee completes the course, the waiver will become effective. Refund of the tuition will then be granted.

B. Tuition Reimbursement

1. Courses beyond an Associate Degree

The College agrees to reimburse employees, who have been employed in a full-time capacity at least one year, for the tuition costs of academic courses, beyond those required for an associate degree, taken at an accredited institution of higher education. Such reimbursement will be limited to six (6) academic credits per year at the maximum in-state per credit undergraduate tuition rate of Rutgers, the State University. The

ARTICLE XXIV continued

total reimbursement to Staff Association employees for tuition costs may not exceed \$5,125 in each contract year. All applications for tuition reimbursement must be submitted by the employee, through their direct supervisor, to the appropriate head of the major College division (Vice President's of Academic Affairs and Business and Finance, Dean of Student Development, and Executive Director of Advancement and Planning) for approval based upon the following timetable:

October 1 for Fall courses

February 1 for Spring courses

June 1 for Summer courses.

2. Reimbursement Procedures

In order to be eligible for payment of tuition reimbursement for approved courses, no later than June 30, the employee must submit an itemized claim to the Director of Human Resources together with an official transcript or notification indicating satisfactory completion of the course(s) by the course instructor. Failure to present the claim and official transcript before June 30 shall exclude the employee from eligibility for tuition reimbursement even though prior approval was obtained. If the total eligible claims for courses received by June 30 exceeds the applicable fund specified in subparagraph 1 of this provision, the actual amount of reimbursement per eligible course credit hour shall be determined by dividing the number of eligible credits (subject to the 6 credit limitation) into the total fund set aside for tuition reimbursement. The resulting per credit amount shall be no more than the maximum in-state per credit undergraduate tuition rate of Rutgers, the State University. Reimbursement payments for approved courses shall be made to eligible employees on or before August 15.



ARTICLE XXV

SALARY GUIDES

A. Grade Classification Schedule

Annexed to this contract as Exhibit A is the new grade and classification schedule for each 35-hour staff title. Annexed to this contract as Exhibit B is the new grade and classification schedule for each 40-hour staff title.

B. Minimum and Maximum Salary Ranges

The minimum and maximum salary ranges for 35-hour employees and for 40-hour employees for the period July 1, 1995, through June 30, 1997, is attached to this contract as Exhibit C.

C. Salary Increase Effective July 1, 1995

Employees who began full-time employment with the College on or before December 31, 1994 shall have their base salary, excluding any applicable service bonus, increased by four percent (4%) effective July 1, 1995. If the new annual base salary, excluding any applicable service bonus, exceeds the maximum salary range for the employees respective grade level, then the annual base salary effective July 1, 1995 shall be the maximum salary as set forth in Exhibit C. Those employees who commenced full-time employment after December 31, 1994 shall continue at their current base salary without any increase through June 30, 1996.

D. Salary Increase Effective July 1, 1996

Employees who began full-time employment with the College on or before December 31, 1995 shall have their base salary, excluding any applicable service bonus, increased by four percent (4%) effective July 1, 1996. If the new annual base salary, excluding any applicable service bonus,

ARTICLE XXV continued

exceeds the maximum salary range for the employees respective grade level, then the annual base salary effective July 1, 1996 shall be the maximum salary as set forth in Exhibit C. Those employees who commenced full-time employment after December 31, 1995 shall continue at their current base salary without any increase through June 30, 1997.

E. Promotional Increment

The promotional increment will be \$800 for all thirty-five hour positions and \$900 for all forty hour positions. If an employee moves two or more job levels in either group, the promotional increment will be the minimum rate of the new position or \$1200, which ever is greater. An employee who transfers to a lower position will forfeit any promotional increment earned within the same fiscal year.

F. Service Bonus

1. Each employee who has completed, or will complete the years of continuous service at the College as indicated on the chart below between July 1, 1995 and June 30, 1997 shall receive the corresponding service bonus on the pay date immediately following the employee's anniversary date of employment. The service bonus payment shall be distributed in a separate check and will not be part of the contracted base salary.

<u>Years of Service Completed</u>	<u>Service Bonus</u>
Eight (8) years but less than twelve (12) years	\$275
Twelve (12) years but less than sixteen (16) years	\$325
Sixteen (16) years but less than twenty (20) years	\$475
Twenty (20) years or more	\$575

ARTICLE XXV continued

2. Employees whose employment terminates prior to the date of the Association ratification shall not be entitled to such service bonus.

G. Payout of Accumulated Sick Leave

Any employee who is employed with the College continuously until the date of his/her eligibility for retirement benefits under the Public Employees Retirement System established by the State of New Jersey (or age 65 for any employee not in PERS), shall upon retirement, be entitled to receive from the College payment for fifty percent (50%) of unused sick days accumulated over the continuous period of employment immediately preceding retirement, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of retirement. Any employee whose employment is terminated for any reason (except unlawful acts), after completion of fifteen continuous years of employment with the College, but prior to eligibility for retirement under the Public Employees Retirement System of the State of New Jersey, shall upon such termination of employment be vested with twenty-five percent (25%) of unused sick leave accumulated during such continuous period of employment, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of termination of employment. Payment of the twenty-five percent (25%) accumulated unused sick leave shall be made in equal annual installments, without interest, over a period not to exceed five years, the first such installment to be paid thirty days after termination of employment. Each installment shall be in an amount not less than the

ARTICLE XXV continued

equivalent of ten sick days or the remaining balance of the vested benefit. Under no circumstances shall the College's obligation under this paragraph exceed the sum of \$2,500 to one individual.

H. Shift Differential

1. If the majority of an employee's actual work hours within the employee's work day fall between 3 p.m. and 11 p.m., such employee shall be paid a shift differential at the rate of \$.75 per hour for such day.

2. If the majority of an employee's actual work hours within the employee's work day fall between 11 p.m. and 7 a.m., such employee shall be paid a shift differential at the rate of \$1.00 per hour for such day.

3. Shift differential shall not extend to paid leave time or when the majority of the employee's actual work hours fall between 7 a.m. and 3 p.m.

4. Shift differential shall not be added to the employee's base salary.

ARTICLE XXVI

UNIFORMS

A. Shoe Allowance

The College shall provide employees, in the titles listed below, a forty dollar (\$40) annual shoe allowance to purchase the footwear which meets the College's safety standards. Employees who are provided the annual shoe allowance shall be responsible for purchasing footwear which meets the College's safety standards and shall be required to wear this footwear when they are performing their job duties. The following positions shall be eligible for the footwear reimbursement:

Custodian I, II, III  
Electrical Specialist  
Groundskeeper I and II  
HVAC Specialist  
Offset Operator and Specialist  
Maintenance Mechanic  
Security Officer  
Security Dispatcher  
Security Sergeant  
Senior Bookstore Clerk  
Senior Custodian  
Senior Groundskeeper  
Senior Maintenance Mechanic  
Senior Security Dispatcher  
Senior Security Officer  
Senior Warehouse Clerk  
Warehouse Clerk

ARTICLE XXVII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1995, and shall continue in effect through June 30, 1997, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than August 1 nor later than September 1 of the year preceding the year in which the Agreement expires of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by  
their proper officers on the date first above written:

COUNTY COLLEGE OF MORRIS

By Samuel C. Parkinson  
CHAIRPERSON, BOARD OF TRUSTEES

COUNTY COLLEGE OF MORRIS STAFF ASSN.

By Clair H. Quinn  
PRESIDENT

EXHIBIT A  
COUNTY COLLEGE OF MORRIS  
GRADE & CLASSIFICATION SCHEDULE  
35-HOUR EMPLOYEES

A-35

MAIL CLERK  
SWITCHBOARD OPERATOR

B-35

ACCOUNT CLERK I  
ACTIVITIES CLERK I  
BOOKSTORE CLERK  
CLERK TYPIST  
COMPOSITOR  
HEALTH SERVICES CLERK  
LIBRARY ASSISTANT

C-35

ACTIVITIES CLERK II  
CASHIER  
FINANCIAL AID CLERK  
INVOICE CLERK  
RECORDS COORDINATOR  
SR. CLERK TYPIST  
SR. LIBRARY ASSISTANT  
SR. MAIL CLERK

D-35

ACCOUNT CLERK II  
ASSOCIATE CORRESPONDENCE SECRETARY  
MAINTENANCE SYSTEMS CLERK  
RESERVATIONIST  
SECRETARY I  
SR. COMPOSITOR

E-35

ACCOUNT CLERK III  
CHIEF SWITCHBOARD OPERATOR  
CORRESPONDENCE SECRETARY  
OFFICE SERVICES COORDINATOR  
PRODUCTION COORDINATOR  
SECRETARY II  
SECURITY COORDINATOR  
SR. RECORDS COORDINATOR

F-35

ASSISTANT TV ENGINEER  
BUYER  
DIVISION SECRETARY  
TEXTBOOK COORDINATOR

G-35

AV TECHNICIAN  
CHIEF ACCOUNT CLERK  
TV ENGINEER



EXHIBIT B  
COUNTY COLLEGE OF MORRIS  
GRADE & CLASSIFICATION SCHEDULE  
40-HOUR EMPLOYEES

A-40

CUSTODIAN I  
SECURITY DISPATCHER

B-40

CUSTODIAN II  
GROUNDSKEEPER I  
MAINT. REPAIRMAN  
SENIOR SECURITY DISPATCHER  
WAREHOUSE CLERK

C-40

BINDERY OPERATOR  
CUSTODIAN III  
GROUNDSKEEPER II  
OFFSET OPERATOR  
SECURITY OFFICER  
VAN DRIVER

D-40

COORDINATOR, INTERMURAL PROGRAMS AND FACILITIES  
EQUIPMENT COORDINATOR III  
OFFSET SPECIALIST  
SR. BOOKSTORE CLERK  
SR. CUSTODIAN  
SR. GROUNDSKEEPER  
SR. SECURITY OFFICER  
SR. WAREHOUSE CLERK

E-40

MAINT. MECHANIC  
SECURITY SERGEANT

F-40

SR. MAINT. MECHANIC

G-40

ELECTRICAL SPECIALIST  
HVAC SPECIALIST

EXHIBIT C  
COUNTY COLLEGE OF MORRIS  
MINIMUM AND MAXIMUM SALARY RANGES

<u>GRADES</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Grade A-35	\$16,978	\$26,739
Grade B-35	\$18,045	\$28,127
Grade C-35	\$18,898	\$30,112
Grade D-35	\$19,750	\$31,500
Grade E-35	\$20,602	\$33,088
Grade F-35	\$23,374	\$36,461
Grade G-35	\$26,142	\$40,430
Grade A-40	\$18,893	\$29,516
Grade B-40	\$21,029	\$32,493
Grade C-40	\$22,095	\$34,478
Grade D-40	\$23,158	\$36,662
Grade E-40	\$24,438	\$38,446
Grade F-40	\$26,568	\$41,422
Grade G-40	\$28,702	\$44,400

EXHIBIT D  
COUNTY COLLEGE OF MORRIS  
STATEMENT OF GRIEVANCE OR APPEAL  
FOR CCMSA UNIT PERSONNEL

TYPE GRIEVANCE:   \_\_\_ CONTRACTUAL   \_\_\_ NON-CONTRACTUAL   \_\_\_ STATUTORY-REGULATORY

DATE \_\_\_\_\_ DATE OF GRIEVANCE \_\_\_\_\_

LEVEL II \_\_\_\_\_ GRIEVANT(s) (Please Identify)

LEVEL III \_\_\_\_\_ Individual \_\_\_\_\_

ARBITRATION \_\_\_\_\_ Group \_\_\_\_\_

Statement of Grievance \_\_\_\_\_

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Reference Contract Provisions(s)

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Number of Witnesses to be called (approx. number) \_\_\_\_\_

Relief Requested \_\_\_\_\_

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College Response(s)

Level II \_\_\_\_\_

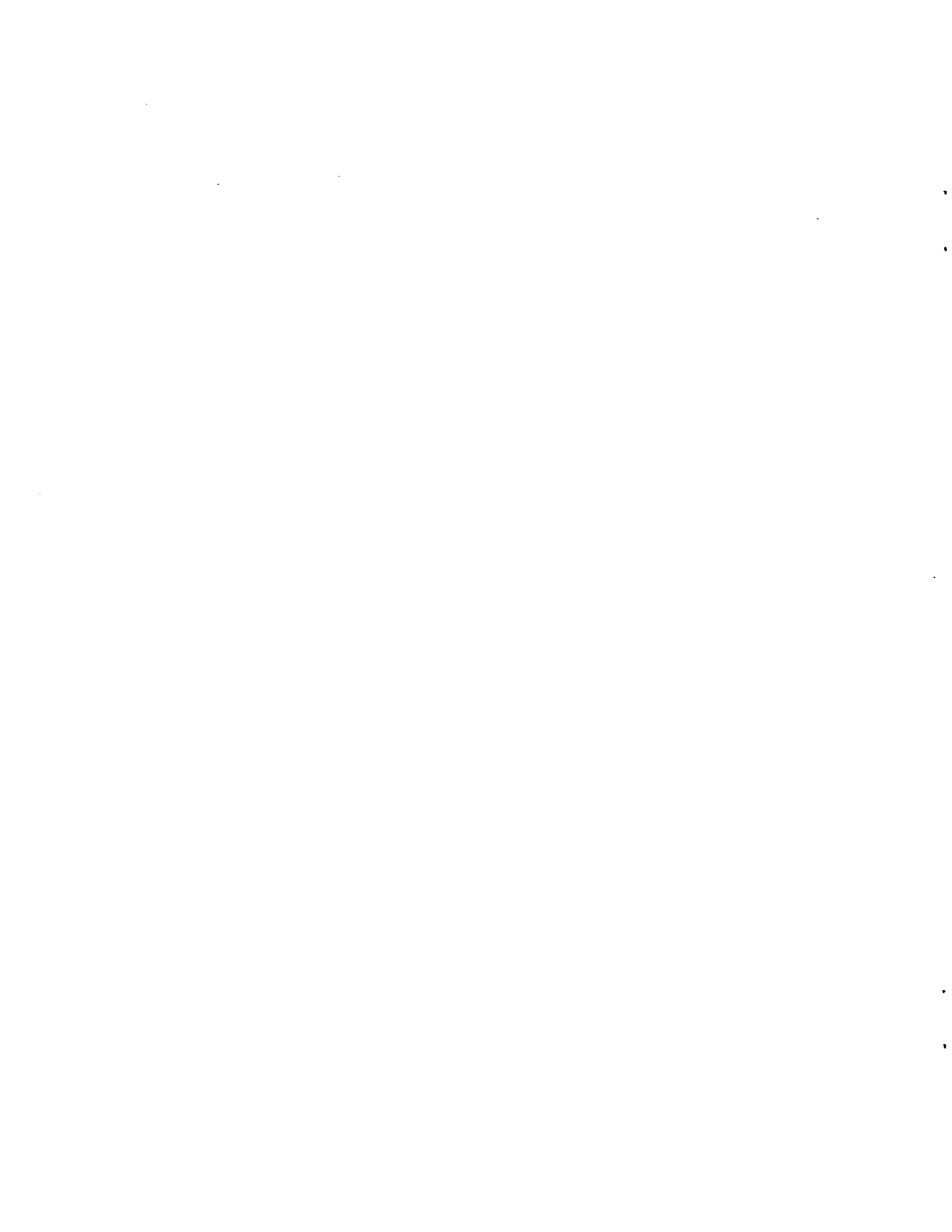
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Level III \_\_\_\_\_

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