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**EMPLOYMENT CONTRACT
BETWEEN
BOARD OF TRUSTEES
AND
TECHNICAL ASSISTANTS ASSOCIATION
OF
CUMBERLAND COUNTY COLLEGE**

JULY 1, 1994 TO JUNE 30, 1997

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ARTICLE I - RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Technical Assistants Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time and part-time (employed more than 20 hours per week) technical personnel employed or hereinafter employed by the Board during the term of this contract. All other personnel shall be excluded.

The unit shall include Technical Assistants employed in the following categories:

Technician I

Technician II

Learning Assistant & Technician III

Teaching Assistant & Technician IV

In the event anyone excluded is assigned secondary duties which may be in the included category, he/she shall, however, remain excluded from the negotiation unit.

ARTICLE II - NEGOTIATION PROCEDURE

- 1.0 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach Agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- 2.0 During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of names, technical ranks, positions or titles, salaries and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public.
- 3.0 As soon as the College budget is presented to the Board of School Estimate, a copy of this budget shall be forwarded to the President of the Association.
- 4.0 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals and make counter-proposals in the course of negotiations.
- 5.0 Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment on the effective date of this Agreement to persons covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any full-time benefit prior to its effective date.

- 6.0 The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.
- 7.0 Either party shall have the right to caucus at any time.
- 8.0 When an Agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that Agreement has been reached between the parties.
- 9.0 When in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for services of a mediator in accordance with Chapter 12 of Rules, Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- 10.0 All meetings of the negotiating parties may be held in the Board Room of the Administration Building unless otherwise agreed upon. Provisions may be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said Building.
- 11.0 Each negotiating session may be held between the hours of 7:30 p.m. and 10:00 p.m., and/or times of mutual agreement. There may be one session per week unless otherwise agreed.

ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 1.0 Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that all full-time and part-time unit members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the Technical Assistants herein recognized or to refrain from such activities. Pursuant to such rights, the Technical Assistants Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- 2.0 Nothing contained herein shall be construed to deny or restrict to any Association members rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.0 Members of the Association shall have the right to attend meetings of the Association except that classes or other regularly scheduled responsibilities may not be cancelled by any member in order to attend such meetings. No charge shall be made for the Association's use of College facilities for such meetings. A meeting room shall be made available to the Technical Assistants for one hour per month at an hour to be specified.
- 4.0 The Association shall have the right to post notices of its activities and matters of Association concern. The Association may use the College mail service and mailboxes for its communications to all members.
- 5.0 Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this Contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.
The Association shall supply, at its own cost, all materials, stationary and other supplies required for use in carrying on the administrative, financial or operative functions of the Association

except as herein provided.

The Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the College.

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, rate and toll calls, shall be paid for by the Association. The Association will purchase an autotron for using the copying machine in the Academic Building. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

- 6.0 The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities including religious and political activities but these activities shall in no way interfere with the obligations of the Association members to Cumberland County College.
- 7.0 The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex or marital status.
- 8.0 At any public Board meeting, an Association representative will be recognized, appear on the agenda and be given the opportunity to address any issue he/she feels pertinent if notice of intent is filed with the President five days prior to the date of the meeting.
- 9.0 Announcements of professional and technical position vacancies, new positions and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all unit members through inter-office mail during the regular semesters. During inter-sessions and summer sessions notices to all working professionals shall be distributed through inter-office mail. Those who are not working shall be mailed notices to their home addresses, which shall be on file in the President's office. Should it be necessary to announce

a position opening or vacancy during a vacation period, notices shall be mailed to all non-working unit members. The five days prior to its publication shall be calculated from the date of mailing.

10.0 Personnel Files

The official personnel file for each unit member shall be maintained in the President's office. Unit members shall be permitted to inspect, copy from or reproduce their individual personnel records.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

1.0 Basic Work Schedule

The work week for unit members, other than those described in subsection (1.1) below, shall be thirty five hours (35) per week. The monthly schedule for each unit member shall be developed by the administration. If the monthly work schedule needs to be changed, a two week notice shall be given to the concerned parties.

1.1 Level IV unit members assigned to teach courses at the 100 level and above shall be five, 3 credit courses per semester. The teaching schedule for these unit members shall be determined by the appropriate Dean. In addition to their teaching responsibility, these unit members shall maintain five (5) office hours per week and are expected to serve as academic advisors and members of both area and College-wide committees.

2.0 Evening Assignments

The basic work assignment for unit members may include up to two (2) evenings per week during the fall and spring semesters and one (1) evening per week during the summer sessions. There shall be at least fourteen (14) hours between the end of the assignment on one day and the beginning of the first assignment on the next day. No unit member will be assigned more than a five (5) day week, and days off will be consecutive after a five (5) day week. Exceptions may be made with prior written consent of the unit member.

3.0 Supplemental Teaching

3.1 Qualified unit members who are employed to teach an overload shall be paid on the basis of:

1994-95	\$450 per contact hour
1995-96	\$500 per contact hour
1996-97	\$500 per contact hour

Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.

3.2 Qualified unit members shall be given priority to overload positions over off-campus personnel.

4.0 Off-Campus Teaching Assignments

Unit members may be assigned to off-campus assignments whenever it is deemed necessary by the Board. Unit members will not be unilat-

erally given assignments at a Prison. Assignments at a Prison will only be given with the prior written consent of the unit member.

5.0 Ten Month Employees

Unit members, employed as of June 30, 1988, under the terms of a ten month employment contract, shall continue to receive a ten month employment contract. Unit members covered under this sub-article shall receive a prorated number of sick days (Article V-1.1).

6.0 General Conditions

6.1 Each unit member shall be provided with appropriate furnishings in accordance with his/her job requirements.

7.0 Overtime

Unit members whose extra duties assignment causes them to work more than 35 hours per week shall be paid time and one-half for all hours beyond thirty-five. At the unit member's discretion, overtime may be taken as compensatory time at the rate of time and one-half for the overtime worked. If overtime is to be taken as compensatory time, such time shall be taken within sixty (60) days of the accrual of the overtime with no carryover of compensatory time into the new fiscal year.

8.0 A copy of the Institution's Policy and Procedures Manual shall be kept on reserve in the Library when it has been approved by the Board of Trustees. The Manual shall be updated whenever revisions, changes and/or deletions are made.

9.0 Unit Work Level

Unit shall include Technical Assistants employed in the following categories:

Level I: Technician I

Performs administrative procedural, clerical and/or other tasks related to the general function of an office under the supervision of a senior manager.
Minimum qualifications - H.S. diploma

Level II: Technician II

Performs duties requiring a knowledge of technology under the supervision of a professional staff member.
Minimum qualifications - Associate degree

Level III: Learning Assistant and Technician III

Provides ongoing assistance to students/staff in a laboratory or individualized and small group instruction environment or performs and/or provides significant

technical expertise to support institutional operations.
Minimum qualifications - Bachelor's degree

Level IV: Teaching Assistant and Technician IV

Provides instruction to students in a full time classroom environment in basic/developmental courses (090-100 level courses); and or,

Teaches laboratory sections of a course under the supervision of a faculty member.

Demonstrates ability to perform high level technological tasks with little or no supervision.

Minimum qualification - Bachelor's degree

ARTICLE V - BENEFITS

1.0 Sick Leave

1.1 A unit member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:

Ten month employee - 13 working days sick leave per year

Twelve month employee - 15 working days sick leave per year

1.2 Although sick leave may not be credited during a leave of absence, unit member do not lose accumulated sick leave while on leave of absence.

1.3 Sick leave is accruable without limit. Unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under any one of the following circumstances:

a. death of the unit member;

b. retirement of the unit member;

c. leaving the institution in good standing after 20 years of service prior to retirement.

The severance payment shall not exceed the maximum paid by the County. If the County increases its maximum payment, the increase in the College's maximum will take effect in the fiscal year following the County's increase. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing after twenty (20) years of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement.

2.0 Bereavement

Leave not to exceed five days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse,

siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the unit member. In the case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time.

3.0 Personal Leave

3.1 Personal leave with prior approval of the appropriate Dean may be granted for a maximum of five days in any one year for the following reasons:

- a. personal court appearance;
- b. marriage of employee;
- c. approved personal business which cannot be handled outside scheduled hours with the reason specified or verbally communicated to the immediate supervisor; and,
- d. any other emergency or urgent reason which is not included in 'a' to 'c' above when approved by the Dean.

3.2 Procedure for Requesting Personal Leave:

- a. A formal request shall be written to the immediate supervisor. This request shall include the specific reason for the requested leave and the date of the absence.
- b. This request shall be submitted to the supervisor to be forwarded to the Dean as soon as possible, but not later than one week prior to the anticipated absence.
- c. Where appropriate, the reason(s) for the personal leave may be verbally communicated directly to the immediate supervisor.
- d. All personal leaves are official only after receipt of the approval of the Dean.

4.0 Jury Duty

Employees who are required to be absent from work to serve on jury duty shall be paid their regular straight time daily pay.

5.0 Leave of Absence

5.1 Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any unit member upon application for the purposes of advanced study if, in the opinion of the President

and the Board of Trustees, such study shall benefit the College as well as the individual. Upon application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in Leave Agreements.

5.2 Maternity Leave

The College agrees to meet the guidelines established by the Equal Employment Commission with regards to P.L. 95-555, which bans discrimination in employment on the basis of pregnancy, childbirth or related conditions effective October 31, 1978.

5.3 Military Leave

All provisions of the State and Federal Leave detailing military training in the armed forces of the United States shall apply.

5.4 Professional Meetings

- a. Unit members are encouraged to attend appropriate and worthwhile professional meetings.
- b. To the extent possible, subject to the availability of funds determined by the College, the College will assist in payment of expenses of attendance at professional meetings.
- c. In the event that several unit members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.
- d. A written request to attend a professional meeting shall be submitted to the appropriate Dean two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Dean shall notify the unit member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.
- e. When requested by the College to attend professional meetings or for other College business, if the unit member uses their personal automobile, the travel expense shall be reimbursed at the County rate per mile, plus tolls and parking.

5.5 Private Employment Leave

A unit member may apply for a one year leave without pay for the purpose of employment in the private or public sector, in a position that is related to his subject specialties and that will benefit the College. Such leave will be contingent upon the hiring of a suitable replacement for the unit member. Arrangements for the above leave must be agreed to at least six months before the beginning of said leave.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect.

The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

5.6 Personal Leave of Absence

A unit member may apply for up to a six month leave, without pay, for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees. Unit members who are teaching "members" shall schedule such leave with the academic semesters. Applications for Personal Leave shall state the reason(s) for that leave. Denial of a request for Personal Leave shall not be a grievable subject through the Grievance Procedure of the Agreement.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect. The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

While on an unpaid leave from the institution, the unit member is not entitled to accumulate sick leave or annual leave nor can time be charged against the unit member's accumulated sick leave or annual leave.

5.7 Family Leave

All provisions of the Family Leave Act (N.J.S.A. 34:11-1) shall apply once finalized by the Division of Civil Rights.

6.0 Insurance Programs

6.1 At no cost to the unit members, the Board shall provide for the unit members and eligible dependents the health insurance benefits of the following plans:

- a. Blue Cross Hospitalization (14/20)
- b. Blue Shield Medical and Surgical (14/20)
- c. Rider J
- d. Major Medical
- e. Dental Benefits (\$25 deductible)

The Board shall provide to the unit members, and eligible dependents, an upgraded dental plan. The cost to the Board will not exceed the savings realized from the prescription co-pay change.

- f. Optical Benefits

The Board shall provide for the unit members only an optical program at a cost not to exceed \$120 per year per member. The plan shall include sunglasses and/or contact lenses prescribed by a licensed practitioner. The plan will cover one examination during the length of the contract.

6.2 At no cost to the unit members, the Board shall provide for the unit member a group income protection plan at a cost not to exceed \$120 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.

6.3 The Board shall provide for the unit members and eligible dependents a program of prescription reimbursement defined by the State Prescription Plan as \$5.00, \$1.00 and \$0.00 Co-Pay up to the maximum (family) benefits, which program shall be the aforementioned plan or, at the option of the Board of Trustees, any equivalent plan.

7.0 Health Services

Any physical examinations and immunizations required by the Board shall be done at the expense of the Board.

8.0 Tuition

Tuition (excluding fees) shall be waived for the unit members, their spouse and dependent children (living in the household) who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met and no extension or

10.4 Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have the first option).

11.0 Paid Holidays

Independence Day	Day after Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas Day	Memorial Day

11.1 Any holiday that falls on a day other than a normal work day will be observed on a day as scheduled by the College.

ARTICLE VI - SALARY

1.0 Salary Ranges

The following salary ranges shall apply to all member of the Technical Assistants Association as of July 1, 1994:

	1994-97	1994-97
	<u>Minimum</u>	<u>Maximum</u>
Level I	\$20,100	\$31,700
Level II	23,000	36,200
Level III	26,000	40,800
Level IV	28,900	45,500

1.1 Unit member may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointment will be made by the Board of Trustees upon the recommendation of the President.

1.2 A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make them eligible. The President may recommend employment at any rank or below the level of the noted qualifications.

1.3 The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

2.0 Salary Increases

The salary increase for 1994-95 will be \$1,110.

The salary increase for 1995-96 will be \$1,227.

The salary increase for 1996-97 will be 5.5%.

2.1 In the event a unit member has not reached the minimum for their level after the July 1st increase, the salary will be adjusted to the minimum.

2.2 The above-stated increases will be paid to each unit member, employed as a unit member on June 30th of the prior academic year, provided the salary maxima stated in Section 1.0 are not exceeded.

2.3 All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18:29-14).

2.4 Ownership Bonus

In addition to the annual wage increase, in any year during the length of the contract that the actual full time

equivalent (FTE), tuition paying students (calculated by dividing the annual official enrollment total credit hours by 30) exceeds the budgeted FTE students by one hundred (100) FTE's, a bonus will be paid to all unit members. This will be a flat dollar amount calculated by taking 1% of the total salaries (all College employees eligible for the bonus) and divide it by the total number sharing in the bonus. This will be paid to unit members on June 30th. This Bonus shall not become part of the unit member's base salary. The following enrollment data will be used in determining the applicability of the "Ownership Bonus":

- a. Budgeted credit hours divided by 30, and
- b. Official enrollment credit hours less non-state fundable credit hours and non-tuition paying credit hours divided by 30.

This enrollment data will be forwarded by the Dean of Business and Administrative Services to the Association President.

3.0 Prorated Increases for New Hires

Employees who have not been employed at the College for a full ten or twelve months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service. The following schedules will be utilized to determine the amount of their prorated increase in the base salary:

<u>10 Mo. Contracts</u>	<u>% of*</u>	<u>12 Mo. Contracts</u>	<u>% of*</u>
<u>Date of Hire</u>	<u>Increase</u>	<u>Date of Hire</u>	<u>Increase</u>
September	100%	July	100%
October	90%	August	91.67%
November	80%	September	83.34%
December	70%	October	75.00%
January	60%	November	66.67%
February	50%	December	58.34%
March	40%	January	50.00%
April	30%	February	41.70%
May	20%	March	33.34%
June	10%	April	25.00%
		May	16.67%
		June	8.34%

* The prorated increase will be calculated as follows: Annual contractual salary times the contractual percentage increase, multiplied by the above-listed percentage, equals the increase for the unit member's second contract which will be added to the unit member's initial contractual salary.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

The parties agree that unit members should have the opportunity to improve their position within the institution. In some cases improvement may result from moving from one unit level to another level while in other situations improvement may result in movement from the Technical Assistant level to a position as a faculty member, counselor or administrator. The obligation to acquire the qualifications for advancement rests with the unit member. The Board will assist in this endeavor as follows:

1.0 Compensation for Undergraduate and Graduate Work

The Board of Trustees, upon the recommendation of the President, will compensate full-time members currently in the service of the College for undergraduate and/or graduate work provided the following conditions are complied with:

1.1 Prior to enrollment in a course, members will obtain approval of the President.

1.2 Upon successful completion of the approved course with "credit" or a mark of "B" where letter grades are assigned, official evidence of grade report be transmitted to the office of the President of the College by the registrar of the university or college in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the hourly rate of \$40/undergraduate credit hour and \$50/graduate credit hour, which then becomes part of the contracted salary, payable at the end of the academic year. A unit member will be compensated for a maximum of either \$240 or \$300 depending on the level of approved courses taken, or six credit hours, in any one semester.

2.0 Other Study

Upon application to the appropriate Dean, the Board may approve an honorarium of up to \$200 per unit member for additional studies. The application shall contain the purpose to the individual's Professional Development plan, and a timetable for performing the activities. During the life of this contract, the Board shall allocate \$1000 per year to fund Section 2.0 of this Article.

ARTICLE VIII - EVALUATION PROCEDURES

The evaluation procedure is intended to support and encourage career development. It is part of an ongoing process of continuing communication, support and monitoring. The centerpiece of the procedure is an annual performance appraisal of each Technical Assistant which is directly tied to the principal accountabilities in the job description.

1.0 Performance Appraisal Procedure

The annual performance appraisal period is from April 1 of one year to March 31 of the following year. The performance appraisal form is to be used for the process. Listed below are the steps to be followed in using the form.

A. Development and Approval of Performance Objectives and Measures (at the beginning of the annual appraisal period).

1. The Technical Assistant lists the position accountabilities and develops tentative performance objectives to be achieved during the appraisal period. The objectives should tie into overall institutional goals. The Technical Assistant is encouraged to give preference to the proposal of developmental rather than maintenance objectives. The Technical Assistant also develops tentative measures to be used to evaluate the completion of the performance objectives at the end of the appraisal period.
2. Generally within 20 working days of the completion of the annual performance appraisal for the previous appraisal period, the Technical Assistant and the Supervisor meet for a review of the performance objectives and the measures as proposed by the Technical Assistant. After any necessary changes, the performance objectives and measures are approved by the Supervisor. The final proposal shall then be reviewed and approved by the Dean to whom the Supervisor reports.

B. Appraisal of Results Achieved

1. During the month of March, the Technical Assistant presents the Supervisor with a draft description of the results achieved regarding each performance objective.

2. Within five working days, but not more than ten days, the Technical Assistant and the Supervisor meet for a review of the results achieved. After any necessary changes, a description of the results achieved is approved by the Supervisor.
3. Within two working days, but not more than five days, the Supervisor presents the form to the Technical Assistant with the approved description of results achieved and the Supervisor's general comments, signature and date signed.
4. Within two working days, but not more than five days, the Technical Assistant returns the form to the Supervisor with the Technical Assistant's general comments (if desired), his/her signature and date signed. The Technical Assistant is not required to make general comments.

2.0 Observation

In order to facilitate the professional development of Technical Assistants, the evaluation process will include at least one observation of the Technical Assistant by the Supervisor. This is a three phase process wherein the Supervisor and the Technical Assistant first meet to plan the observation, the observation is carried out and, finally, both parties assess the results. When possible, activities involving student interaction should be selected for observation. Specific tasks with identifiable procedures and measurable outcomes should be considered for those positions where little or no student contact takes place.

A. PHASE I - PRE-OBSERVATION CONFERENCE

The Technical Assistant and the immediate Supervisor meet prior to the scheduled observation. After reviewing previous supervision activities, the Technical Assistant proposes which activity(s) should be observed and suggested time lengths; modifications or special attention items can be discussed. Perspective roles and activities are agreed upon.

B. PHASE II - THE OBSERVATION

The Supervisor will observe the activity and prepare written comments relative to the observation. These comments will be given to the Technical Assistant as soon as possible after the conclusion of the observation. No discussion of the activity should take place at this time.

C. PHASE III - POST-OBSERVATION CONFERENCE

The Supervisor and Technical Assistant then meet as soon as possible to review the observation and discuss the Supervisor's written comments. Areas of improvement should be agreed upon and suggestions and alternatives to strengthen these areas should be offered; areas of strength should be identified and reinforced. The future supervisory sequence, including possible additional observations, should be decided on at this time. Following this conference, the Supervisor prepares summary comments relative to the observation. The written observation and summary comments are retained by the Supervisor for possible use in preparing the annual performance appraisal. A copy is provided to the Technical Assistant.

3.0 Promotion

3.1 Stipend

Unit members meeting the criteria may apply for promotion in accordance with policy set by the Board of Trustees. Unit members awarded a promotion to the next highest level shall receive a stipend of nine hundred dollars (\$900). Unit members awarded a promotion to senior status within their level shall receive a stipend of five hundred dollars (\$500). The stipend shall be added to the unit member's base salary.

3.2 Application Procedure

The initial responsibility for applying for promotion rests with the individual unit member. Applications for promotion must be accompanied by documentation that the applicant meets the requirements of the next rank and that the applicant fulfills the criteria for promotion.

3.3 Applications for promotion shall be forwarded to the President's Office by April 30th of each year. The applicant shall be notified of the College's decision on the promotion following approval by the Board of Trustees in June of each year. All promotions are effective for the next fiscal year.

ARTICLE IX - REDUCTION IN TECHNICAL STAFF

- 1.0 In the event that reduction in staff becomes necessary, the order of dismissal shall be on the basis of reverse seniority within the identified college unit for reduction with regard to the number of years employed by the College.

ARTICLE X - CONTRACTS

Annual contracts stipulating salary, and salary payment schedule shall be issued not later than March 15. When the Board of Trustees does not intend to reappoint a unit member, notice of non-reappointment shall be given in writing no later than March 15 of the first year of service and not later than February 15 of the second and third years and January 15 of the fourth and continuing years of service. Said contracts are to be signed and returned to the Board of Trustees no later than March 30.

ARTICLE XI - GRIEVANCE PROCEDURE

1.0 Purpose

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

2.0 Definitions

2.1 College Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.

2.2 Employee: Any individual in the bargaining unit recognized in Article I.

2.3 Complaint: An informal charge alleging a violation, misinterpretation or misapplication of one or more terms of this Agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.

2.4 Grievance: A formal charge alleging a violation, misinterpretation or misapplication as defined in 'A' above.

2.5 Immediate Supervisor: The person to whom an aggrieved employee is directly responsible under the table of organization prevailing at the College.

2.6 Association: Technical Assistants Association of Cumberland County College.

2.7 Designated Administrator: In terms of this contract, the term shall refer to the appropriate Dean.

2.8 Working Day(s): Any day that the College is open. Excluded are official College holidays, vacation days and weekends.

2.9 Grievant: Person filing a complaint or grievance.

3.0 Exclusions

The grievance procedure shall not apply to the following:

3.1 Failure or refusal of the Board to renew the contract of an employee not under tenure.

3.2 Decisions of the President in exercising his discretion concerning a request for any leave.

3.3 Any matter herein expressly made non-grievable.

4.0 Procedures - Informal--Step I

- 4.1 A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period shall be deemed to constitute an abandonment of the complaint.
- 4.2 The complaint shall be presented by the employee to his/her immediate Supervisor. This complaint shall be in writing.
- 4.3 After receipt of the complaint, the immediate Supervisor shall convene an informal hearing within five (5) working days.
- 4.4 People present at the hearing shall be the following:
 - a. Person filing the complaint (grievant);
 - b. Association representatives (President and/or grievance officer);
 - c. Immediate Supervisor;
 - d. College representative (contract administrator).
- 4.5 The purpose of this hearing is to settle the complaint in an informal manner between the parties.
- 4.6 The immediate Supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
- 4.7 If the person presenting the complaint is dissatisfied with the decision of the immediate Supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the appropriate Dean. This appeal shall be in writing.

5.0 Procedures - Formal--Step II (Dean)

- 5.1 Upon the receipt of the grievance appeal, the Dean shall convene a hearing within five (5) working days.
- 5.2 People present at the hearing shall be:
 - a. Person filing the grievance (grievant);
 - b. Association representative
 - c. Immediate Supervisor
 - d. Board representatives
- 5.3 After the close of the hearing, the Dean shall render a decision within five (5) working days.

5.4 Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

6.0 Procedures - President--Step III

6.1 If the aggrieved person(s) is not satisfied with the disposition of the grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file the grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

7.0 Procedures - Advisory Arbitration--Step IV

7.1 The grievant may request submission of the grievance to an impartial arbitrator within fifteen (15) working days after a decision by the President. The arbitrator shall be selected by the American Arbitration Association in accordance with the Rules and Procedures outlined in the Streamlined Labor Arbitration Rules, published January 1, 1984. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgement solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and the Board. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

8.0 Procedures - The Board of Trustees--Step V

8.1 The appeal will be heard, in closed session, at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study material. This means that the Board shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as maximum at each step.

8.2 At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight hours prior to the hearing.

8.3 At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

9.0 General Provision

9.1 The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.

9.2 No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.

9.3 A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the unit as a whole, the grievance may be processed as grievance of the Association.

9.4 Parties named in the grievance or unit or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.

9.5 All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.

9.6 No reprisals shall be taken against any unit member for initiating or participating in any grievance. No member of the unit shall be discharged, disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein

set forth.

- 9.7 At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the President of the Technical Assistants Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
- 9.8 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
- 9.9 In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

ARTICLE XII - THE BOARD OF TRUSTEES' RIGHTS

- 1.0 The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- 2.0 Any of the rights, power or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.
- 3.0 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

ARTICLE XIII - MISCELLANEOUS

- 1.0 Copies of this Agreement shall be reproduced by the Board and distributed to all unit members now employed or hereafter employed by the Board for the duration of this Agreement.
- 2.0 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- 3.0 This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.
- 4.0 Notice

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

 - 4.1 in the case of a unit member, if sent by mail to their last reported residential address registered in the President's office;
 - 4.2 in the case of the Board, if sent by certified mail to Board of Trustees, Cumberland County College, Vineland, NJ 08360; and,
 - 4.3 in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.
- 5.0 Unit members will not be required to pay to park in the faculty parking lot adjacent to the Academic Building.
- 6.0 A ten percent (10%) discount shall be given to unit members on all items sold in the College bookstore.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July, 1994, and shall continue in effect until the 30th day of June, 1997.

IN WITNESS WHEREOF, the TECHNICAL ASSISTANTS ASSOCIATION OF CUMBERLAND COUNTY COLLEGE has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

CUMBERLAND COUNTY COLLEGE

TECHNICAL ASSISTANTS ASSOCIATION
CUMBERLAND COUNTY COLLEGE

Chairman, Board of Trustees

President, Technical Assistants
Association

Secretary, Board of Trustees

Secretary, Technical Assistants
Association

Date