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1984-1987

Institute of Management an

**AGREEMENT** 

MAY OU 1985

RUTGERS UNIVERSITY

between

THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE

and

SUPPORTIVE STAFF ASSOCIATION OF ATLANTIC COMMUNITY COLLEGE





# TABLE OF CONTENTS

		PAGE NO.
PREAMBLE		1
ARTICLE I	RECOGNITION	1
	A. Unit	1
	B. Definition of Employee	
	C. Grant Funded Positions	2
	D. Subsequent Classifications	2 2 2
	E. Non-Discrimination	3
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	4
	A. Deadline Date	4
	B. Bargaining During Work Hours	4
	C. Modification	4
ARTICLE III	GRIEVANCE PROCEDURE	5 5 5 5
	A. Purpose	5
	B. Definition of a Grievance	5
	C. Informal Level	5
	D. Procedure	5
ARTICLE IV	MANAGEMENT RIGHTS	10
ARTICLE V	EMPLOYEE RIGHTS AND PRIVILEGES	12
	A. Right to Organize	12
	B. Additional Rights	12
	C. Just Cause	12
	D. Notice and Representation	13
	E. Pins/Identification	13
ARTICLE VI	ASSOCIATION RIGHTS	14
ARTICLE VII	CONDITIONS OF EMPLOYMENT	16
	A. College Staff	16
	B. Physical Plant Staff	17
	C. Casino Career Institute Staff	19
	D. Holidays	19
	E. Compensatory Time	20
	F. Vacation	20
	G. Critical Employees	2.2
	H. Rest Breaks	22
	I. Hazardous Conditions	22
-	J. Work Related Injuries	22
	K. Special Vebicle License	23
ARTICLE VIII	EMPLOYMENT PROCEDURE	24
	A. Placement within Salary Range	24
	B. Resignation	24

## CARRELION TO MUNICIPALITY

LINE STREET, S	

			PAGE NO.
		O National of Column	
		C. Notification of Salary	25
		D. Other Assigned Duties	25
ARTICLE	IX	PROMOTIONS, DEMOTIONS, AND SENIORITY	26
ARTICLE	X	TRANSFERS	30
ARTICLE	ХI	RECLASSIFICATIONS	31
ARTICLE	XII	JOB OPPORTUNITIES	32
		A. Notice of Job Openings	32
		B. Application	32
		C. Selection of Applicant	33
		D. Notification of Appointment	33
ARTICLE	XIII	EMPLOYEE EVALUATION	34
		A. Frequency	34
		B. Copies of Evaluation	34
ARTICLE	XIV	JOINT EMPLOYEE-EMPLOYER COMMITTEE	35
ARTICLE	xv	LEAVE OF ABSENCE (WITH PAY)	36
		A. Sick Leave	36
		B. Personal Leave	37
		C. Bereavement Pay	38
		D. Jury Duty	38
		E. NJEA Convention	38
ARTICLE	XVI	LEAVE OF ABSENCE (WITHOUT PAY)	39
		A. General Information	39
		B. Disability	39
		C. Child Rearing Leave	40
ARTICLE	XVII	EDUCATIONAL BENEFITS	41
ARTICLE	XVIII	INSURANCE PROTECTION	43
		A. Health Insurance	43
		B. Dental Coverage	43
		C. Prescription Plan	44
		D. Vision Care	44
		E. Disability Insurance	44
ARTICLE	XIX	DEDUCTION FROM SALARY	46
		A. Association Payroll Dues Deduction	46
ARTICLE	ХХ	REPRESENTATION FEE	47
ARTICLE	XXI	SALARIES	49
	-	A. Schedules	49
		B. Longevity	49

		PAGE NO.
ARTICLE XXII	MISCELLANEOUS	50
	A. Savings Clause	50
	B. Separability	50
	C. Compliance Between Individual Contract	
	and Master Agreement	50
	D. Copies of Agreement	51
ARTICLE XXIII	DURATION OF AGREEMENT	5 2
SUPPORT STAFF	ASSOCIATION OFFICERS	53
ADDENDTY A	SALARY GUIDE - PROFESSIONAL & SUPPORT STAFF	- First Vaar
ATTEMBER A	SABARI GOIDE TROPEGOTORAL & SULTORE STAFF	riist icai
APPENDIX B	SALARY GUIDE - PROFESSIONAL & SUPPORT STAFF	- Second Year
APPENDIX C	SALARY GUIDE - PROFESSIONAL & SUPPORT STAFF	- Third Year
APPENDIX D	SALARY GUIDE - PHYSICAL PLANT STAFF - First	Year
APPENDIX E	SALARY GUIDE - PHYSICAL PLANT STAFF - Second	Year
APPENDIX F	SALARY GUIDE - PHYSICAL PLANT STAFF - Third	Year
APPENDIX G	PAYROLL DEDUCTION AUTHORIZATION	

# PREAMBLE

Ι.,	This Agreement entered	into this 1st day of July, by and
2.	between the Board of Trust	ees of Atlantic Community College
3.	hereinafter referred to as t	ne "Board" and the Supportive Staff
4.	Association of Atlantic Comm	unity College, hereinafter referredto
5.	as the "Association."	
6.		
7.	All va believe and All	RTICLE I
8.	ton 1142 semant velle 30 REC	COGNITION
9.		
10.	A. Unit	
11.	The Board hereby recogniz	es the Association as the exclusive
12.	and sole representative for	collective negotiations concerning
13.	grievances and terms and co	nditions of employment for all the
14.	following regular full-time	and regular and continuing part-time
15.	twenty [(20) hours per week	minimum] employees whether assigned
16.	top salary range or guide, or	leave, on a per diem basis, employed
17.	or to be employed by the Boar	rd:
18.	College Staff	Physical Plant Staff
19.	Clerical Professional	Custodial Maintenance
20.	Secretarial Technical	Security
21.	Specifically excluded are:	
22.	1. All Administrative A	
		tary to the Director of Personnel
23.	<ol> <li>Personnel Administra</li> </ol>	
24.		s or less), students, seasonal, and
25.	non-regular part-tim	e employees.

# 1. B. Definition of Employee

- 2. Unless otherwise indicated, the term "employee," when used
- 3. hereinafter in this Agreement, shall refer to all employees
- 4. (male and female in an equal manner) represented by the Associa-
- 5. tion in the negotiating unit as above defined.

# 6. C. Grant Funded Positions

- 7. It is recognized by the parties that positions included in
- 8. the bargaining unit which are in whole or in part funded by the
- 9. Comprehensive Employment Training Act or other grants will not
- 10. be accorded seniority in the event of cessation or limitations
- 11. of such funds. Further, it is understood and agreed that these
- 12. positions may be terminated immediately without regard to
- 13. bumping or displacement of other employees under similar
- 14. circumstances. Placement within salary ranges and salary
- 15. increases shall be determined on the basis of available grant
- 16. funding and consistent with rules and regulations imposed by
- 17. such funding sources. Salary increases in excess of the
- 18. allowable grant should be solely at the discretion of the
- 19. College. Likewise, such employees will not be paid overtime but
- 20. granted compensatory time for all overtime hours unless grant
- 21. funds are available.

# 22. D. Subsequent Classifications

- 23. The College shall have the right to determine whether any
- 24. classifications established subsequent to the effective date of
- 25. the Agreement are to be included or excluded from the bargaining

- 1. unit. Classifications considered appropriate to the bargaining
- 2. unit shall be submitted to the Joint Employee-Employer Committee
- 3. for comment with respect to level and title.
- 4. E. Non-Discrimination
- 5. The parties to the Agreement shall apply the provisions of
- 6. equality without regard to age, sex, marital status, race, reli-
- 7. gion, creed, national origin, handicap status and membership in
- 8. the Association.
- 9. F. The Board agrees not to negotiate with any member in the
- 10. bargaining unit individually or with any organization or group
- 11. within the bargaining unit other than the Association for the
- 12. duration of this agreement.

#### ARTICLE II

## NEGOTIATION OF SUCCESSOR AGREEMENT

# 1. A. Deadline Date

- 2. The parties agree to enter into collective negotiations over
- 3. a successor Agreement in accordance with the New Jersey Public
- 4. Laws of 1968, Chapter 303, as amended by Chapter 123, New Jersey
- 5. Public Laws of 1974, in a good faith effort to reach agreement
- 6. on all matters concerning the terms and conditions of employ-
- 7. ment. The Association shall submit to the Board on or about
- 8. September 30 of the calendar year preceding the calendar year in
- 9. which this Agreement expires or is subject to reopening its
- 10. demands for modification or termination of the Agreement. Nego-
- 11. tiations between the parties shall begin on or about October 15.
- 12. Any Agreement so negotiated shall apply to all members of the
- 13. bargaining unit, be reduced in writing, ratified and signed by
- 14. the Board and the Association, and be adopted by the Board.

# 15. B. Bargaining During Work Hours

- 16. Whenever members of the bargaining unit are mutually
- 17. scheduled by the parties hereto to participate during working
- 18. hours in conferences, meetings or in negotiations relative to
- 19. this collective bargaining Agreement, they will suffer no loss
- 20. in pay.

# 21. C. Modification

- 22. This Agreement shall not be modified in whole or in part by
- 23. the parties except by an instrument in writing duly executed by
- 24. both parties.

25.

#### ARTICLE III

# GRIEVANCE PROCEDURE

# 1. A. Purpose

- 2. The College and the Organization agrees that they will use
- 3. their best efforts to encourage the informal and prompt settle-
- 4. ment of complaints and grievances which may arise between the
- 5. Organization, its employees and the College. The orderly pro-
- 6. cesses hereinafter set forth will be the sole method used for
- 7. the resolution of all complaints and grievances.

# 8. B. Definition of a Grievance

- 9. A grievance is a claim by one or more members of the bar-
- 10. gaining unit or by the Association, hereinafter collectively
- 11. referred to as a "grievant," that such member or members have
- 12. suffered an injury because of an alleged violation, misrepresen-
- 13. tation or misapplication of any provision of the Agreement, or
- 14. any existing rule, order or regulation of the Board of Trustees,
- 15. the President of the College or the Board of Higher Education.

# 16. C. Informal Level

# 17. Step I

- 18. An employee who feels he or she has a basis for a grievance
- 19. may at his/her option meet with their supervisor for the purpose
- 20. of resolving the matter informally.

# 21. D. Procedure

- 22. Step II
- 23. 1. If a complaint is not satisfactorily resolved in infor-
- 24. mal discussion, a grievance may be filed, in writing, within
- 25. fifteen (15) working days of the occurrence of the grievance or
- 26. after the grievant should reasonably have known of the occurrence

- 1. and mail or deliver such grievance to the employee's Departmental
- 2. Director with a copy to the Association. The grievance shall
- 3. simply state the nature of the grievance, the section of the
- 4. contract, rule, regulation or order violated, and the remedy
- 5. requested, and shall be dated and signed by the grievant. Within
- 6. three (3) working days from the receipt of the grievance the
- 7. Departmental Director shall meet with the grievant in an effort to
- 8. resolve the grievance. The Director shall indicate the
- 9. disposition of the grievance, in writing, within two (2) working
- 10. days of the last meeting with the grievant, with a copy to the
- 11. Association.
- 12. Step III
- 13. If the grievance is to be processed through step III, the employee
- 14. shall forward the grievance within five (5) work days to the
- 15. Director of Personnel Services. Within seven (7) work days upon
- 16. receipt of the grievance, the Director of Personnel Services shall
- 17. meet with the grievant in an effort to resolve the grievance. The
- 18. Director of Personnel Services shall indicate disposition of the
- 19. grievance, in writing, within seven (7) working days of the last
- 20. meeting with the grievant, with a copy to the Association.
- 21. Step IV
- 22. 1. If the grievant is not satisfied with the decision at Step
- 23. III, the employee may appeal to the College President within seven
- 24. (7) working days from the receipt of the disposition given

- 1. by the Director of Personnel Services. The College President or
- 2. his/her designee shall, within ten (10) working days from the
- 3. receipt of the grievance, meet with the grievant and the
- 4. Association to consider the facts and circumstances of the
- 5. grievance in an effort to resolve the matter. The President or
- 6. his/her designee shall indicate the disposition of the grievance
- 7. in writing within seven (7) working days after the last meeting
- 8. with the grievant with a copy to the Association.

# 9. Step V

- 10. If the Association is not satisified with the disposi-
- 11. tion of the grievance by the President or his/her designee, and
- 12. the Association determines that the matter be reviewed further,
- 13. the Association may submit the matter to arbitration, with a
- 14. copy to the President, within thirty (30) days from receipt of the
- 15. disposition of the grievance by the President. If the parties
- 16. cannot agree on an arbitrator, he/she shall be selected pursuant
- 17. to the rules and procedures of the American Arbitration Asso-
- 18. ciation whose rules shall likewise govern the arbitration
- 19. proceeding.
- 20. 2. Both parties agree that the arbitration shall be binding
- 21. upon the terms of the Agreement and advisory on all other matters.
- 22. 3. The fees and expenses of the arbitrator shall be shared
- 23. equally by the College and the Association. Any other expenses
- 24. incurred shall be paid by the party incurring same.

- 1. 4. The number of days indicated in each step of the grie-
- 2. vance procedure may be extended by mutual written agreement of
- 3. the parties.
- 4. 5. All documents, communications and records dealing with
- 5. the grievance shall not become a part of the permanent files of
- 6. the participants.
- 7. 6. Nothing herein contained shall be construed to limit,
- 8. deny, or restrict the rights, or remedies, administration or
- 9. judicial to which any grievant may be entitled under law.
- 10. 7. Any grievance not answered within the times specified
- 11. above shall be deemed as granting relief specified to the
- 12. grievant.
- 13. 8. Any aggrieved employee may be represented at all stages
- 14. of the grievance procedure by himself/herself and (at his/her
- 15. option) a representative selected or approved by the Associa-
- 16. tion. When an employee is not represented by the Association,
- 17. the Association shall have the right to be present at all stages
- 18. of the grievance procedure.
- 19. 9. No reprisals of any kind shall be taken by the Board or
- 20. the Association or by any representative member of the admini-
- 21. stration or by any representative member of the Association con-
- 22. trary to the welfare/interests of the grievant, and/or the
- 23. grievant's representative(s). This same immunity from
- 24. reprisals/retaliatory actions/punitive measure shall be guaran-
- 25. teed to all others connected with both the Association, the
- 26. Administration, and the Board of Trustees as well as participa-
- 27. tory witnesses concerned with the grievance.

- 1. 10. All meetings and hearings under this procedure shall not
- 2. be conducted in public.
- 3. II. At any time during the processing of the grievance, the
- 4. President of the College or his/her designee may intervene in
- 5. order to discuss and determine the nature of the grievance
- 6. without the necessity of the appeals.

#### ARTICLE IV

# MANAGEMENT RIGHTS

- 1. A. The Association recognizes that the Board has the responsi-
- 2. bility and authority to manage all the operations and activities
- 3. of the College to the full extent authorized by law. The exer-
- 4. cise of these powers, rights, authority, duties, and responsi-
- 5. bilities by the Board and the adoption of such rules, regula-
- 6. tions and policies as it may deem necessary shall be limited
- 7. only by the specific and expressed terms of this Agreement.
- 8. B. The Association agrees and recognizes that the Board
- 9. reserves to itself sole jurisdiction and right, in compliance
- 10. with the laws of the State of New Jersey and the rulings of the
- 11. State Commissioner of Higher Education to hire, assign, promote,
- 12. transfer and direct employees covered by this Agreement or to
- 13. take disciplinary action against said employees (up to and
- 14. including discharge) for just cause, to direct school opera-
- 15. tions, and to take whatever other actions may be necessary to
- 16. accomplish the mission of the College except as may be specifi-
- 17. cally provided by the language of this Agreement.
- 18. C. Except for serious breaches of discipline, the following
- 19. discipline procedures shall be sequentially followed for each
- 20. offense, unless of the same nature:
- 21. l. Oral warning shall involve identifying the problem and
- 22. counseling the employee about the situation to be resolved.
- 23. 2. Formal written warning about the violation and required
- 24. corrective action to the employee with a copy to the employee's
- 25. personnel file.

- Disciplinary Action (up to and including suspension).
- 2. 4. Disciplinary Action (up to and including discharge).
- 3. The employee concerned shall be provided the opportunity to
- 4. acknowledge by signature such letter as referred to in Step 2
- 5. above, and to respond in writing if so desired. Such response
- 6. shall be attached to the letter and be included in the
- 7. employee's personnel file. If there are no reoccurrences of the
- 8. offense within a two-year period, all records of such offense
- 9. shall be removed from the employee's personnel file.

#### ARTICLE V

## EMPLOYEE RIGHTS AND PRIVILEGES

# 1. A. Right to Organize

- 2. Pursuant to Chapter 123, Public Laws 1974, the Board agrees
- 3. that every employee covered under this Agreement shall have the
- 4. right freely to organize, join and support the Association and
- 5. its affiliates for the purpose of engaging in collective nego-
- 6. tiations. As a duly appointed body exercising governmental
- 7. power under the law of the State of New Jersey, the Board under-
- 8. takes and agrees that it shall not directly nor indirectly
- 9. discourage or deprive or coerce any employee in the enjoyment of
- 10. any rights conferred by Chapter 123, Public Laws 1974 or other
- 11. laws of New Jersey or the Constitution of New Jersey and the
- 12. United States; that it shall not discriminate against any
- 13. employee with respect to hours, wages, or any terms or condi-
- 14. tions of employment by reason of the employee's membership in
- 15. the Association.

#### 16. B. Additional Rights

- 17. Nothing contained herein shall be construed to deny or
- 18. restrict to any employee such rights as may be guaranteed under
- 19. New Jersey School Laws or other applicable laws and regulations.
- 20. The rights herein granted to employees shall be deemed to be in
- 21. addition to those provided elsewhere.

## 22. C. Just Cause

- 23. No employee shall be disciplined, reprimanded, reduced in
- 24. rank or compensation or deprived of any professional advantage
- 25. without just cause. Any such action asserted by the Board, or

- 1. any agent or representative thereof, shall not be made public
- 2. and shall be subject to the grievance procedure herein defined
- 3. and set forth as a matter of contractual stipulation.
- 4. D. Notice and Representation
- 5. Whenever any employee is required to appear before the
- 6. Director of Personnel Services and/or the President concerning
- 7. any matter which could adversely affect the continuation of that
- 8. employee's position status, overall employment, or the salary
- 9. and all related increments, then the respective employee shall
- 10. be given prior written notice of the reasons for such meeting or
- 11. interview and shall be entitled to have a representative of the
- 12. Association present to serve as either an advisor and/or spokes-
- 13. person for the employee during said meeting or interview. Any
- 14. suspension of an employee pending a disposition of charges shall
- 15. be without pay. However, should the employee be vindicated the
- 16. loss of pay will be recoverable.
- 17. E. Pins/Identification
- 18. No employee shall be prevented from wearing pins or other
- 19. identification of membership in the Association or its affili-
- 20. ates as long as they are not an inconvenience to students and
- 21. other employees.

#### ARTICLE VI

## ASSOCIATION RIGHTS

- A. The Board agrees to furnish the Association in response to a 1. reasonable request from time to time all available information 2. 3. concerning the financial resources of the College, including but not limited to: annual financial reports and audits; a 4. 5. directory of all personnel in the Unit and all changes which may 6. arise; budgetary requirements and allocations; agendas; minutes of all Board meetings; two (2) copies of appropriate personnel 7. 8. policies; and any and all other information of a pertinent 9 . nature which will assist the Association in developing 10. intelligent, accurate and constructive proposals for the purpose 11. of negotiations which may be necessary for the Association to 12. process any recommendation(s), grievance(s) or complaint(s). B. Representatives of the Association and their affiliating 13. 14. agent shall be permitted to transact official Association busi-15. ness on College property at all reasonable times, provided that this shall not interfere with or interrupt normal college 16. 17. operations. C. The Association and its representatives shall have the right 18. 19. to use the College facilities at all reasonable hours for 20. meetings. The College shall be notified in advance of the time 21. and place for all such meetings.
- 22. D. The Association shall have the right to use College
- 23. equipment at reasonable times upon request to the appropriate
- 24. College official. The Association shall pay for the reasonable
- 25. cost of all materials and supplies incidental to such use.

- 1. E. Bulletin boards shall be provided for the posting of
- 2. organization notices and materials at each of the following
- 3. locations:
- 4. l. Main Campus Building "J" Building
- 5. 2. Time Clock
- 6. F. The Association shall have the right to use the inter-
- 7. college mail facilities and inter-college telephone system as it
- 8. deems necessary. The Association will accept the responsibility
- 9. for all long-distance calls made in the Association's name.
- 10. G. The rights and privileges of the Association and its repre-
- 11. sentatives as set forth in this Agreement shall be granted only
- 12. to the Association as the exclusive representative of the
- 13. employees, and to no other organization(s) representing any
- 14. portion of the unit or potential member of the unit.
- 15. H. The Association shall have the right to hold Association
- 16. meetings within the work day. Such meetings shall be limited to
- 17. two (2) per year and in no event will last more than one-half
- 18. (1/2) hour. In addition the Association shall have the right to
- 19. hold two meetings per year within the work day at the Atlantic
- 20. City Extension Center. Notification of all such meetings shall
- 21. be given to the College at least ten (10) days in advance of
- 22. such meetings.

#### ARTICLE VII

#### CONDITIONS OF EMPLOYMENT

- 1. A. College Staff
- 2. 1. Work Week
- 3. The work day shall consist of seven (7) hours excluding
- 4. a thirty (30) minute lunch period for employees working a
- 5. thirty-five (35) hour work week. The normal work week will be
- 6. from Monday thru Friday, 9:00 a.m. to 4:30 p.m. for thirty-five
- 7. (35) hours, seven (7) hours a day.
- 8. 2. Summer Work Hours
- 9. The summer schedule begins the first full week in June
- 10. and continues through Labor Day. The work day shall consist of
- 11. six and one-half (6 1/2) hours excluding thirty (30) minutes
- 12. lunch period for employees working a thirty-two and one-half
- 13. (32 1/2) hour week, six and one-half (6 1/2) hours a day. The
- 14. normal week will be from Monday to Friday from 9:00 a.m. to
- 15. 4:00 p.m. for 32 1/2 hours, 6 1/2 hours a day except that the
- 16. College may establish a four (4) day work week not to exceed the
- 17. total work week summer hours within the four (4) day period.
- 18. Exact reporting and dismissal times shall be agreed upon before
- 19. the establishment of this policy.
- 20. 3. Overtime
- 21. Overtime is defined as any time spent at regular duties
- 22. or other assigned duties, consistent with this Agreement, either
- 23. before/after work hours.
- 24. All overtime will start at the first half hour above the
- 25. normal work week (35 hours). This will be renumerated at the

- 1. rate of 1 1/2 times the hourly salary. Exceptions to this
- 2. rule will be Sunday and holidays. Then the rate would be two
- 3. (2) times the hourly rate.
- 4. Committee Assignments
- 5. Employees will not be required to take minutes of
- 6. Faculty Assembly Committee meetings, but will type and distri-
- 7. bute such minutes on a rotating basis within the academic area.
- 8. B. Physical Plant Staff
- 9. 1. Work Week
- 10. The regular work week for other than Security Guards
- 11. shall be forty (40) hours including one-half (1/2) hour for
- 12. lunch, over a consecutive five (5) day week, at eight (8) hours
- 13. per day.
- 14. 2. Overtime
- 15. All hours over forty (40) hours, Monday through Friday,
- 16. shall be paid at time and a half rate. Also, all hours on
- 17. Saturday shall be paid the time and a half rate, and on Sunday,
- 18. at the double time rate. Security guards shall receive overtime
- 19. compensation at the rate of time and a half for work over forty
- 20. (40) hours and double time pay for work over forty-eight (48)
- 21. hours. Paid vacation days, paid holidays, paid leave days, and
- 22. work days lost because of compensable on-the-job injuries, shall
- 23. be counted as routine 8 hour work days for purposes of computing
- 24. overtime.

- 1. 3. Call-Back Time
- 2. An employee who is called back to work at times other
- 3. than his/her regularly scheduled shift, shall be paid for a
- 4. minimum of four (4) hours call-back time at straight time or
- 5. paid for time actually worked at 1 1/2 times, whichever is
- 6. greater, and such additional amount of time pro-rated in
- 7. quarterly hour increments at 1 1/2 times, if such work
- 8. requirement is for more than the four (4) hour minimum
- 9. guarantee, excluding Saturday and Sunday.
- 18. 4. Shift Premium
- 11. Effective July 1, 1984, to June 30, 1985 a shift premium
- 12. will be accorded employees who are regularly assigned to the
- 13. second and third shift as follows:
- 14. Second Shift: 16¢ per hour. Second shift is any regu-
- 15. larly scheduled shift starting between 2:00 p.m. and
- 16. 10:00 p.m.
- 17. Third Shift: 18¢ per hour. Third shift is any regu-
- 18. larly scheduled shift starting between 10:00 p.m. and
- 19. 5:00 a.m.
- 20. Effective July 1, 1986, the shift premium will be 18¢
- 21. second shift and 20¢ third shift.
- 22. The shift premium shall be applicable where the assign-
- 23. ment is more than three (3) consecutive days and/or a
- 24. total of nine (9) days per year.

- 1. 5. Employee Uniforms
- 2. The College will make uniforms available within 30 days
- 3. following completion of the probationary period. The College
- agrees to make replacement uniforms available through a local
- vendor selected by the College. Employees needing replace-
- ment uniforms shall secure an approval form from the College
- and present it to such vendor for the necessary items.
- C. Casino Career Institute Staff
- 1. Work Week
- 10. The work week shall consist of forty (40) hours per
- 12. 2. Overtime
- 13. Overtime shall be computed for time over forty (40)
- hours at 1 1/2 times except in the event of call-in, in which
- case payment shall be computed as in Section B, Paragraph 3.
- D. Holidays
- 17 Recognized holidays with pay are as follows
- 18. New Year's Day

Martin Luther King Day

- 19. President's Day
  - Good Friday
- 20. Memorial Day
  - Independence Day
- 21. Labor Day
  - Columbus Day
- 22. General Election Day
  - Veteran's Day
- 23. Thanksgiving Day
- Day After Thanksgiving
- 24. Christmas

January 1st

3rd Monday in January 3rd Monday in February

Friday before Easter

Last Day in May

July 4th

lst Monday in September

2nd Monday in October

1st Monday in November 2nd Monday in November

4th Thursday in November

4th Friday in November

25th of December

- 1. Employees required to work on a holiday will be paid for
- 2. that time at two (2) times their regular rate or be given
- 3. compensatory time off at a date mutually agreed upon by the
- 4. employee and supervisor. Permanent part-time employees
- 5. regularly scheduled for 20 hours or more per week will receive
- 6. holiday pay provided the holiday falls on a regularly scheduled
- 7. work day.
- 8. E. Compensatory Time
- 9. The accumulation of compensatory time will be mutually
- 10. decided between the employee and his supervisor and approved by
- 11. the Director of Personnel Services with such accumulation
- 12. reported to the Personnel Services Department on a Payroll Time
- 13. Sheet not later than the end of the payroll period in which the
- 14. time was earned. The maximum amount of compensatory time per-
- 15. mitted in any one contract year is limited to seventy (70)
- 16. hours. Requests for use of compensatory time will be processed
- 17. in advance of the leave period on an approved Leave Request
- 18. Form. Only leave duly reported will be permitted to be taken.
- 19. F. Vacation
- 20. 1. The paid vacation schedule effective July 1, 1982 will
- 21. accrue as follows:

22.	Years of Service	Vacation Days Earned Per Year			

- 23. One (1) thru Four (4) 13 days
  Five (5) thru Nine (9) 20 days
- 24. Ten (10) Plus 24 days
- 25.

2. Effective July 1, 1982, unit employees may accumulate no
 more than 24 paid vacation days retroactive to date of initial
 employment.

3. Effective July 1, 1982, unit employees whose vacation 4. balances are in excess of 24 days may carry-over their entire 5. balance into the 1983-84 contract year with the condition that 6. their leave balance reflects a total reduction of at least six 7. 8. (6) days as compared to the previous year balance of June 30, 1982. In the same spirit, unit employees whose vacation leave 9. balance exceeds twenty-four (24) days after June 30, 1982 are to 10. continue to reduce this vacation leave balance by at least six 11. (6) days per year until their total leave balance is no more than 12. twenty-four (24) days. In the event an employee's work load 13. 14. precludes the scheduling of vacation in order to comply with this section the employee may file a request with the Personnel Office 15. for an extension which will be granted if the College agrees that 16. 17. such a condition does exist.

4. A month is counted for vacation credit only if the employee is in a paid status for at least one-half (1/2) the normal scheduled work days of that month. Permanent part-time employees regularly scheduled for 20 hours or more per week shall be eligible for vacation pro-rated on the basis of their normal work schedule.

# 1. G. Critical Employees

- 2. The custodial staff is exempt from the list of critical
- 3. employees as defined in the College policy on emergency
- 4. closings.
- 5. It should also be noted that employees who are defined as
- 6. "critical" and work will be provided with a compensatory leave
- 7. day along with the pay for the date worked.

## 8. H. Rest Breaks

- 9. It is ACC's policy that employees be provided with a 15-
- 10. minute mid-morning and mid-afternoon rest or coffee break based
- 11. on a five-day work week and 20 minutes for a four-day work week.
- 12. While it is not intended that the College specifically identify
- 13. the actual time for these breaks, supervisors are expected to
- 14. use their discretion in determining the most appropriate time
- 15. for the break to occur.

## 16. I. Hazardous Conditions

- 17. The College shall continue to not require employees to work
- 18. under unsafe or hazardous conditions or to perform tasks which
- 19. endanger an employee's health and safety.

## 20. J. Work Related Injuries

- 21. An employee may use accumulated sick, personal or vacation
- 22. leave in the event of a work-related accident or injury during
- 23. the first seven (7) consecutive days of the accident or injury.
- 24. At such time as the injury is determined to be compensible by

- 1. the College insurance carrier, the employee's leave account will
- 2. be credited for leave charged.
- 3. K. Special Vehicle License (special, i.e., bus/van)
- 4. Any employee required by the College to hold a New Jersey
- 5. special vehicle driver's license shall be reimbursed each year
- 6. for the cost of renewal for such license.

#### ARTICLE VIII

## EMPLOYMENT PROCEDURE

# 1. A. Placement within Salary Range

- 2. Any employee newly hired prior to February shall be given
- 3. full credit for one (1) year of service toward the increment
- 4. increase for the annual term of the contract as covered in the
- 5. 1980-82 Agreement. Employees hired after February shall receive
- 6. a prorated consideration based on complete months of service.
- 7. College staff promoted or reclassified shall receive a one (1)
- 8. increment promotional increase for a one (1) pay grade promotion
- 9. or two (2) increments if the promotion/reclassification
- 10. represents a change of two (2) or more pay grades, or the
- 11. minimum rate of the new pay grade whichever is the greater but
- 12. in no case shall the maximum of the rate range be exceeded.

## 13. B. Resignation

- 14. 1. An employee who is resigning from a position shall give
- 15. two weeks notice to the Personnel Office. The Board may give
- 16. any resigning employee two weeks pay and dismiss the employee
- 17. immediately upon receipt of notice of resignation.
- 18. 2. Earned but unused vacation shall be paid to terminating
- 19. employees providing the two-week notice is given. If two (2)
- 20. weeks notice is not given, the College shall withhold two weeks
- 21. unused vacation pay. It is understood that the College cannot
- 22. mandate that an employee take any accrued vacation leave within
- 23. the two-week notice period.

- l. C. Notification of Salary
- 2. Employees shall be notified of their salary status for the
- 3. ensuing year no later than May 31 or as soon as can possibly be
- 4. provided.
- 5. D. Other Assigned Duties
- 6. Should an employee be temporarily assigned to a position of
- 7. a higher classification for a period of five (5) consecutive
- 8. days or more, such employee shall be compensated in accordance
- 9. with Article VIII, A. Placement Within Salary Range. An
- 10. employee shall not be expected to assume duties in another
- 11. office without first being notified by his/her supervisor that
- 12. his/her services are needed and a clear description and time
- 13. limit required for said assignment shall be given to the
- 14. employee.
- 15. E. Employees working the evening shift on a Friday shall be
- 16. paid by check. If checks are distributed on Friday, one (1)
- 17. hour of time without loss of salary shall be allowed the
- 18. employee for purposes of cashing the check.

#### ARTICLE IX

## PROMOTIONS, DEMOTIONS, AND SENIORITY

- 1. A. A promotion is the advancement from a job classification in
- 2. one salary grade to another classification in a higher salary
- 3. grade. Conversely, a demotion indicates a change to a lesser
- 4. classification and salary level. Generally completion of a
- 5. three-month trial period in the employee's current position
- 6. shall be considered a minimum requirement for promotion at
- 7. Atlantic Community College.
- 8. B. New or revised positions will have been described, eval-
- 9. uated, and appropriately authorized by the Board of Trustees
- 10. and/or management of the College through the Division of
- 11. Personnel/Administrative Services prior to any employee being
- 12. transferred or promoted to the position.
- 13. C. When promoted an employee will be on probationary status for
- 14. a three-month period. This is in order to recommend according
- 15. to the judgment of the responsible supervisor and/or Director of
- 16. Personnel Services the employee for permanent status or to
- 17. remand the employee to his/her former position and salary level
- 18. or one that is similar.
- 19. 1. The immediate supervisor shall complete an evaluation
- 20. report at least once during the final half of the 90-day
- 21. period.
- 22. 2. College staff who are promoted shall receive a salary
- 23. adjustment at the time of promotion which shall be based on the
- 24. promotional increment identified in the Salary Guide subject
- 25. to the maximum of the salary range. If the position to which

- 1. the employee is promoted represents a one (1) pay grade
- 2. increase, the employee will receive one (1) pay grade increase,
- 3. the employee will receive one (1) incremental increase based on
- 4. the employee's existing pay grade. A two (2) pay grade or more
- 5. promotion will result in a two (2) increment increase based on
- 6. the employee's existing pay grade.
- 7. D. Any employee reduced in rank or job classification, regard-
- 8. less of compensation, may request and receive from the Director
- 9. of Personnel Services reasons for such reduction not later than
- 10. fifteen (15) working days following receipt of such request.
- 11. Requests shall be made within fifteen (15) working days of
- 12. either the effective date of reduction in rank or job classi-
- 13. fication, or of the date on which the employee is formally
- 14. notified.
- 15 E. Seniority
- 16. l. Seniority is defined as an employee's total length of
- 17. service with the College, beginning with his/her date of
- 18. employment. Such seniority shall accumulate until there is a
- 29. break in service. A break in continuous service occurs when an
- 20. employee resigns, is discharged or retires.
- 21. 2. In the event of a reduction in force, including
- 22. reductions caused by the discontinuance of a facility or its
- 23. relocation, the employees shall be laid off in the reverse order
- 24. of seniority of all employees in the classification (example:
- 25. Steno Clerk, Clerk Typist, Account Clerk).

- 1. "Bumping" rights shall be limited first to the employee's
- 2. classifiction and then to a lower classification in which the
- 3. employee previously worked at the college. Any employee laid
- 4. off shall remain on a recall roster for a period of two (2)
- 5. years from the date of layoff. Recalls shall be based on
- 6. seniority.
- 7. 3. In the event that within two years of an employee's
- 8. layoff a vacancy occurs in the same line of work from which the
- 9. employee was laid off, and covered by this Agreement, a laid off
- 10. employee shall be entitled to a one time recall thereto in order
- 11. of seniority.
- 12. 4. Seniority will be the basis for settling any conflict
- 13. arising relative to employees taking vacation leave (i.e., the
- 14. most senior employee in the dispute will have the first option.)
- 15. However, wehere the work force is depleted because of vacation
- 16. leave, the College shall reserve the right to designate time
- 17. when an employee may not take leave.
- 18. 5. In the case of a conflict arising over which employee
- 19. shall be assigned, when a change in shift is necessary, the
- 20. employee with the most seniority shall have the first choice of
- 21. shifts, provided the employee has the necessary skills and
- 22. ability to perform the work.
- 23. 6. Employees in a classification shall have preference
- 24. over new hires or transfers from outside the classification in
- 25. the event of a shift vacancy within an employees classification

- 1. provided the employee has the necessary skills and ability to
- 2. perform the work.
- 3. F. Any employee who is terminated due to a reduction in force
- 4. shall be given two weeks notice in advance of termination date
- 5. or two weeks salary.

#### ARTICLE X

#### TRANSFERS

- 1. A. A transfer is any change from one position to another within
- 2. the same salary grade or a change from a position in one depart-
- 3. ment or division to a position of equal value in another depart-
- 4. ment or division of the College.
- 5. B. When transferred, an employee normally shall not receive an
- 6. adjustment in salary. However, an employee's service on related
- 7. positions from which transferred shall be considered for pur-
- 8. poses of determining possible merit increases.
- 9. C. An employee shall not be transferred to a new or revised
- 10. position until the position has been described, evaluated and
- 11. authorized by the Board of Trustees and/or appropriate manage-
- 12. ment authorities.

#### ARTICLE XI

#### RECLASSIFICATIONS

- 1. A. Request for reclassification may be initiated by the 2. employee, supervisor or Personnel Office where a significant 3. change in duties and responsibilities of an existing position 4. has occurred which may require reclassification of the position 5. to another classification. An employee shall not initiate such 6. a request more than two (2) times during a fiscal year in which 7. case the Personnel Office shall reply within fifteen (15)
- 9. B. If, as a result of re-evaluation, a position is changed to a 10. higher or lower salary level/grade rate changes of incumbents 11. may be treated as promotions or demotions as the case may be.

8.

working days.

#### ARTICLE XII

#### JOB OPPORTUNITIES

### 1. A. Notice of Job Openings

- 2. After receipt of a letter of resignation or action vacating
- 3. a position or creation of a new position within the negotiating
- 4. unit, notices of all such job openings within the negotiating
- 5. unit shall be posted for five (5) work days prior to hiring if
- 6. there are plans to fill the opening. The Job Opportunity
- 7. Announcement shall be placed on appropriate staff bulletin
- 8. boards with a copy sent to the President of the Association.
- 9. The Announcement shall contain the title of the vacant position,
- 10. the name of the department in which the vacancy exists, a
- 11. general statement of duties, the qualifications required, and
- 12. the salary range.
- 13. In the event of a holiday-vacation period occurring during
- 14. the normal five (5) day posting period, the posting period shall
- 15. be shortened to the number of work days possible before such
- 16. vacation period begins, but in no event less than four (4) work
- 17. days.

### 18. B. Application

- 19. To be considered for the posted vacancy, the member shall
- 20. complete and file with Personnel an Application for Promotion/
- 21. Transfer form within the five (5) day period. However, members
- 22. of the Association may file an Application for Promotion/
- 23. Transfer with the Personnel Department not later than January 1
- 24. and July 1 of each year which shall entitle the employee to
- 25. active consideration for a period of six (6) months for

- 1. vacancies occurring in job classifications identified on the
- 2. Application. Such Applications shall be treated in a
- 3. confidential manner by the Department of Personnel Services
- 4. until such time as the employee has expressed interest in being
- 5. interviewed for a current opening. In no event shall any
- 6. vacancy be filled until all staff who have a form on file are
- contacted.

12.5

### 8. C. Selection of Applicant

- 9. Employees who have acquired experience, skill and ability
- 10. (physical and otherwise) to do the work required in the job
- 11. without training shall be given preference over new hires. In
- 12. the event two (2) applicants are of equal experience and
- 13. ability, the applicant with the greater seniority shall be
- 14. awarded the job. In all cases the experience and skill shall be
- 15. adequate to properly perform that job. All such applicants
- 16. shall be considered and will be given a reply to their applica-
- 17. tion and an interview within a reasonable period of time.

#### 18. D. Notification of Appointment

- 19. The Association President shall be notified of all appoint-
- 20. ments in writing within the organization.

#### ARTICLE XIII

#### EMPLOYEE EVALUATION

## 1. A. Frequency

- 2. l. Employees shall be evaluated by their immediate super-
- 3. visor at least one (1) time each fiscal year. An Employee
- 4. Performance Report shall be prepared and a conference held
- 5. between the employee and his immediate supervisor for the pur-
- 6. poses of establishing communications and understanding about the
- 7. job performance and to identify any commendations, deficiencies
- 8. and extending assistance for their correction.
- 9. 2. In the case of new employees, the immediate supervisor
- 10. completes an evaluation report at least once during the final
- 11. half of the ninety (90) days probationary period for review with
- 12. the employee and submission to the Director of Personnel
- 13. Services.

## 14. B. Copies of Evaluation

- 15. An employee shall sign the employee Performance Report which
- 16. shall signify that he/she has had the opportunity of review and
- 17. conference with the supervisor. The employee shall also have
- 18. the opportunity to make written comment on the supervisor's
- 19. report and receive a copy prior to being placed in the personnel
- 20. file.

#### ARTICLE XIV

#### JOINT EMPLOYEE-EMPLOYER COMMITTEE

The parties agree to the establishment of a joint Employeel. 2. Employer Committee which shall be advisory to the Personnel Department with membership drawn in equal numbers from both 3. The purpose of the Committee will be to deal with 4. partíes. problems of mutual interest and to develop programs and activ-5. ities which will promote a harmonious work environment and safe 6. working conditions for members of the Association and College. 7. The party calling this meeting shall provide at least one week's 8. 9. notice of the meeting. The Committee shall meet during the regular work day and generally once each month. 10.

#### ARTICLE XV

#### LEAVE OF ABSENCE (WITH PAY)

## 1. A. Sick Leave

25.

Each full-time employee with up to and including two (2) 2. years employment shall earn one (1) day sick leave per month, 3. provided the employee has been in pay status for more than one-4 . half of the scheduled work days in a given month. Effective 5. July 1, following the completion of the employee's second year 6 . of employment, each full-time employee shall be credited with an 7. advance of twelve (12) sick leave days. Permanent part-time 8. employees shall earn sick leave on an equivalent prorated basis. 9. 10. In the event that an employee leaves the College and has a 11. deficit sick leave based on one (1) day per each month worked, the deficit shall be deducted from the accumulated vacation 12. leave or from the last pay check. Where a pattern of absen-13. teeism exists or where it is necessary to assure the physical 14. capacity of the employee, the College shall have the right to 15. 16. require a medical certificate from the employee's physician. Employees shall report their inability to be present for 17. work by calling the Absence Reporting System (646-5040) 18. indicating name; date, time of call; department; and reason for 19. absence one hour prior to their starting time. All security 20. personnel and employees assigned to the 2nd and 3rd shifts shall 21. 22. report their inability to be present for work two hours prior to 23. their starting time. An exception shall be made in an emergency 24. situation which prevents the employee from contacting the

college. Failure to report the absence shall result in

- 1. ineligibility for sick leave benefits unless exceptional
- 2. circumstances were presented.
- 3. B. Personal Leave
- 4. As of July 1 of each year, the College will grant a maximum
- 5. of five (5) days of personal leave for absences related to
- 6. religious observances, medical/dental appointments, legal
- 7. matters, birth, bereavement, educational and marriage where such
- 8. absences cannot be arranged outside normal working hours. Newly
- 9. hired employees will be vested with personal leave prorated on
- 10. the basis of the number of completed months of service as of
- 11. July 1. Such leave is not accruable, however, remaining per-
- 12. sonal leave days as of June 30 shall be credited to the
- 13. employee's sick leave accumulation. At least 48 hours advance
- 14. written notice, with the reason for absence stipulated, must be
- 15. given of such a request by the employee to his/her supervisor
- 16. and filed immediately with the Director of Personnel Services
- 17. except in the case of emergency. An emergency shall be deemed
- 18. to have occurred when the employee could not have been aware of
- 19. the event in advance necessitating the use of leave. The
- 20. College shall be notified within the hour of the employee's
- 21. inability to be present for work unless exceptional
- 22. circumstances were presented.

## 1. C. Bereavement Pay

- 2. An employee shall be entitled to three (3) days leave with
- 3. pay upon the death of a member of his immediate family. Imme-
- 4. diate family shall be defined to include spouse, children,
- 5. sibling, parents, step-parents, step-children, grandchildren,
- 6. and parents or grandparents of spouse and employee.

## 7. D. Jury Duty

- 8. A leave of absence with pay will be granted to employees for
- 9. time spent on jury duty or if subpoenaed as a witness in a case
- 10. where the employee has no personal or financial interest, pro-
- 11. vided the employee agrees to reimburse the College in an amount
- 12. equal to fees (less mileage and subsistence) the employee
- 13. receives for such duty.

### 14. E. NJEA Convention

- 15. Up to three (3) members of the Association, to be selected
- 16. by the President or his/her designee, shall be entitled to two
- 17. (2) days leave with pay to attend the annual NJEA Convention.
- 18. One additional person shall be allowed to attend each day of the
- 19. convention.

#### ARTICLE XVI

#### LEAVE OF ABSENCE (WITHOUT PAY)

- 1. A. Upon proper written application the College may grant leaves of absence not to exceed one calendar year, without pay to mem-2 . 3. bers of the Association. The employee must state in writing the purpose of such leave includibg the anticipated date of return. 4 . 5. In the event an employee wishes to return earlier, sixty (60) days notice must be given. To the extent permitted by law, any 6. employee granted such full time leave shall retain all insurance 7. and other benefits and shall continue to maintain service time 8 . for salary purposes as though being in regular service. The 9. employee shall be permitted to pay individual (personal) contri-10. butions to all existing plans requiring such contributions and 11.
- 12. the College shall then pay their regular contribution to such plan(s) requiring such contributions, provided these contribu-
- 14. tions are not contrary to law.
- 15. B. Disability

13.

- Due to a medical disability (including inability to work 16. arising out of or connected with pregnancy or recovery there-17.
- from), an employee shall be granted an extended leave without 18.
- pay for a period of up to twelve (12) months. During such dis-19.
- ability, the employee shall be eligible for sick leave benefits 20.
- until such benefits are exhausted. The College may require 21.
- 22. periodic medical certification which shall be submitted to the
- Personnel Office that such condition warrants the leave. 23.

#### C. Child Rearing Leave 1.

return.

10.

11.

- 1. Child rearing leave, without pay, shall be granted to an 2. employee with a child or who adopts a child less than six months 3. of age provided application is made in writing at least thirty 4. 5. (30) days prior to beginning of the leave. Such leave must be requested for a speicifc period of time in order that a replace-6. 7. ment can be arranged during the time of the leave but shall not exceed 12 months in duration. In the event the employee wishes 8. 9. to return prior to the expiration of the leave a request must be made at least two (2) months before the expected date of
- 2. The employee returning from the child rearing leave 12. shall be reinstated in the original position with like status 14. and pay without loss of seniority. The employee shall be placed 15. at the same salary level which would have been attained if 16. actively employed at the College during this period.

#### ARTICLE XVII

### EDUCATIONAL BENEFITS

- 1. The educational benefits for all full-time employees are as
- 2. follows:
- 3. A. All full-time employees shall be permitted to take instruc-
- 4. tion at no tuition charge at Atlantic Community College. The
- 5. intention is to waive tuition not to provide an outlay of cash.
- 6. B. Courses need not be related to the employee's current work,
- 7. but admission standards, where applicable, must be met for all
- 8. courses or disciplines for which the employee applies.
- 9. C. Cost of books, lab fees, etc., must be undertaken by the
- 10. employee.
- 11. D. Spouses and dependent children of all full-time staff may
- 12. attend College courses without payment of tuition and fees; pro-
- 13. vided, however, that all said family members shall be subject to
- 14. the same rules and regulations as the regular student body of
- 15. the College. Dependent children shall be interpreted as the
- 16. term is defined by the Internal Revenue Code of the United
- 17. States.
- 18. E. Requests for tuition waiver are approved by the Director of
- 19. Personnel Services on forms supplied by the College. Addition-
- 20. ally, employees shall make every effort where applicable to
- 21. obtain a charge back authorization from the county in which they
- 22. reside.
- 23. F. Upon presenting their identification card, staff members can
- 24. take advantage of many other facilities and activities, i.e.,
- 25. library books, student activities, etc.

- 1. G. Employees are limited to six (6) hours per semester while
- 2. spouses and dependent children may be full-time students if they
- 3. so desire.
- 4. H. Employees may be fully or partially reimbursed for up to
- 5. nine (9) credits per fiscal year or more if funds are available,
- 6. for courses taken and successfully completed (grade of "C" or
- 7. better), above an Associate Degree at an accredited college or
- 8. university. Determination of eligibility for reimbursement and
- 9. total amount of each reimbursement shall be decided upon by the
- 10. Staff Training and Development Committee. Total reimbursements
- 11. for each fiscal year shall not exceed \$2,500.
- 12. I. The Board agrees to pay for all tuition, supplies, and
- 13. expenses incurred by a physical plant employee who is required
- 14. by the College to hold a Black Seal License and must attend
- 15. school to obtain such license.
- 16. J. Permanent part-time employees shall receive this benefit on
- 17. a prorated basis.

#### ARTICLE XVIII

### INSURANCE PROTECTION

#### A. Health Insurance l.

2.

8.

- Participating in the New Jersey Health Benefits Program 3. shall be non-contributory to the Association member for all premium increases after July 1, 1977, as certified by the 4. Division of Pensions with coverage of dependents, including 5. children up to age twenty-three (23). This coverage is Blue 6. Cross Hospitalization, Blue Shield Medical and Surgical, 7.
- 9. coverage and becomes effective for new employees the first day

extended coverage, and Prudential Major Medical, or equal

- of the month following 60 days of employment. For present 10.
- employees, the annual enrollment period will be the month of 11.
- 12. January to be effective the first coverage period in April.

#### 13. B. Dental Coverage

Effective October 1, 1982 the College will provide a full 14. 15. family co-insurance dental program with 100% coverage for 16. preventive and diagnostic care; 80% coverage for basic services including oral surgery, endodontic and periodontic and basic 17. restorative benefits (amalgam, synthetic, porcelain and plastic 18. 19. restorations for treatment of carious lesions); and 50% coverage for major restorative (crowns, inlays and gold restorations) and 20. 21. prosthodontic (bridges, partial and complete dentures) benefits 22. with a \$1,000 maximum per family member per year with no The selection of the insurance carrier 23. deductible applied. shall be at the sole discretion of the College. 24.

## 1. C. Prescription Plan

- 2. The Blue Cross Prescription Program will be provided based
- 3. on \$1.00 co-pay which shall exclude contraceptives. The College
- 4. will provide the premium for the employee and eligible depend-
- 5. ents. New employees shall be eligible for membership at the
- 6. beginning of the month following 60 consecutive days of
- employment.

## 8. D. Vision Care

- 9. A Vision Care Program is available effective October 1, 1984
- 10. for members and eligible dependents which will provide on a one
- 11. time basis for the period indicated the following benefits:

12.	Vision exam, up to	\$28.00
	Frame, up to	\$19.60
13.	Prescription Lenses	
	per lens, up to	\$14.00
14.	per lens (bifocals), up to	\$21.00
	per lens (trifocals), up to	\$28.00
15.	per lens (lenticular), up to	\$35.00
	per lens (contacts) following	
16.	cataract surgery, up to	\$112.00
	per lens (contacts), up to	\$21.00

- 17. Prescription tinted/sun glasses are eligible for reimbursement
- 18. at the above scheduled rates. Plain sunglasses are not covered.
- 19. The allowances above are payable once during the term of the
- 20. Agreement.

## 21. E. Disability Insurance

- 22. The college will provide \$40.00 in the first year of the
- 23. contract, \$45.00 in the second year and \$50.00 in the 3rd year
- 24. per employee per annum for the purpose of establishing a
- 25. disability insurance program. A committee to include the

- 1. Director of Personnel Services and a representative of ACCOSAP
- 2. together with a member from each of the other bargaining units
- 3. will agree on the plan(s) selected.

#### ARTICLE XIX

# . DEDUCTION FROM SALARY

### 1. A. Association Payroll Dues Deduction

- 2. 1. The Board agrees to deduct from the salaries of its
- 3. employees for SSAACC the New Jersey Education Association dues
- 4. and Atlantic County Council of Education Assocations as said
- 5. employees individually and voluntarily authorize the Board to
- 6. deduct. Such deductions shall be made in compliance with
- 7. Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e)
- 8. and under rules established by the Department of Higher
- 9. Education. Said monies together with current records of any
- 10. corrections shall be transmitted to such persons as may from
- 11. time to time be designated by SSAACC by the 15th of each month
- 12. following the monthly pay period in which deducitons were made.
- 13. The person designated shall disburse such monies to the appro-
- 14. priate association or associations.
- 15. 2. Each of the associations named above shall certify to the
- 16. Board in writing, the current rate of its membership dues. Any
- 17. assocation shall change the rate of its membership dues shall
- 18. give the Board written notice prior to the effective date of
- 19. such change.
- 20. 3. Each of the associations named above, once such monies
- 21. have been dispersed to such associations, shall save harmless
- 22. the College from any claims arising from any misapplication of
- 23. such monies.

#### ARTICLE XX

#### REPRESENTATION FEE

Under the authority of N.J.S.A. 34:13A-5.4, each member of the bargaining unit who is not a member in good standing of the Association on July 1, 1982 shall, except as set forth herein below, be required, as a condition of employment, to become a 4. member of the Association or commence and maintain representation 5. 6. payments equal to 85% of the total of regular membership dues, initiation fees and assessments. The foregoing provision shall 7. apply to each member commencing on the 1st day of the month 8. following three (3) months of employment, or the 30th day following 9. 10. the effective date of this provision, whichever is the later. B. Deductions shall be made only in accordance with the provisions 11. of a Payroll Deduction Authorization Form, together with the 12. provisions of this Agreement. The Payroll Deduction Authorization 13. Form is set forth in Appendix C of this Agreement. 14. executed copy of such payroll deduction 15. C. A properly authorization for each bargaining unit member for 16. Association membership dues or representation fee are to be 17. deducted hereunder shall be delivered to the Payroll Officer before 18. any payroll deductions are made. Deductions shall be made 19. thereafter only under Payroll Deduction Authorization Forms which 20. have been properly executed and are in effect. In the event an 21, 22. employee refuses to authorize the deduction for representation fee,

23.

the association shall forward a memo notifying the college of such

- 1. refusal. Any Payroll Deduction Authorization which is incomplete
- 2. or in error will be sent to the Treasurer of the Association.
- 3. D. Deductions under all properly executed Payroll Deduction
- 4. Authorization Forms shall become effective at the time the
- 5. application is tendered to the Payroll Office and shall be
- 6. deducted from the first (1st) pay period beginning after that
- 7. date and each pay period thereafter provided the bargaining unit
- 8. member has sufficient net earnings to cover such payment.
- 9. E. If an employee who is required to pay a representation fee
- 10. terminates his or her employment with the Board before the
- 11. Association has received the full amount of the representation
- 12. fee to which it is entitled under this Article, the Board will
- 13. deduct the unpaid portion of the fee from the last paycheck paid
- 14. to said employee during the membership year in question.
- 15. F. The Association agrees to indemnify and save Atlantic
- 16. Community College harmless against any and all claims, suits or
- 17. other forms of liability arising out of the deduction of money
- 18. for dues or the representation fee or from compliance with any
- 19. request for termination under this section.
- 20. G. The College will advise new employees in writing of their
- 21. obligations under this section.

#### ARTICLE XXI

#### SALARIES

#### l. A. Schedules

- 2. Salaries of all members of the unit covered by this Agree-
- 3. ment are set forth in Appendix A, B, C D, E and F which are
- 4. attached hereto and made a part hereof.

## 5. B. Longevity

- 6. A longevity increase of \$400 in base salary will be paid to
- 7. each employee on their anniversary date having completed seven
- 8. (7) years of service with an additional \$50.00 after eight years
- 9. and \$50.00 after nine (9) years of service for a total of \$500.

#### ARTICLE XXII

#### MISCELLANEOUS

- 1. A. Savings Clause
- 2. Except as this Agreement shall otherwise provide, all terms and
- 3. conditions of employment applicable on the signing date of this
- 4. Agreement to employees covered by this agreement as established
- 5. by the rules, regulations and/or policies of the Board in force
- 6. on said date, shall continue to be so applicable during the term
- 7. of this Agreement. Unless otherwise provided in this Agreement,
- 8. nothing contained herein shall be interpreted and/or applied so
- 9. as to eliminate, reduce nor otherwise detract from any employee
- 10. benefit existing prior to its effective date.
- 11. B. Separability
- 12. If any provision of this Agreement or any application of this
- 13. Agreement to any employee or group of employees is held to be
- 14. contrary to law, then such provision or application shall not be
- 15. deemed valid and subsisting, except to the extent permitted by
- 16. law, but all other provisions or applications shall continue in
- 17. full force and effect.
- 18. C. Compliance Between Individual Contract and Master Agreement
- 19. Any individual contract between the Board and an individual
- 20. employee, heretofore or hereafter executed, shall be subject to
- 21. and consistent with the terms and conditions of this Agreement.
- 22. If an individual contract contains any language inconsistent
- 23. with this Agreement, this Agreement, during its duration, shall
- 24. be controlling.

25.

- i. D. Copies of Agreement
- 2. Sufficient copies of this Agreement shall be reproduced by
- 3. the Board and distributed to the Association President.

## ARTICLE XXIII

## DURATION OF AGREEMENT

1.	This agreement shall be	effective from July 1, 1984 and
2.	shall continue in effective	until June 30, 1987, unless the
3.	Association and the Board n	nutually agree in writing to a
4.	extension of its duration.	
5.		
6.		
7.	FOR THE BOARD:	FOR THE ASSOCIATION:
8.		
9		
10.		Stran E. Conquestise
11.	Chairperson, Board of Trustees of Atlantic	Président, Supportive
12.	Community College	Staff Association of Atlantic Community College
13.		
14.	Krun 19 midee	- One the lice
15.	Secretary, Board of Trustees of Atlantic Community College	Seffretary, Supportive Staff
16.	or Atlantic Community Correge	As sociation of Atlantic Community College
17.		
18.		
19.	10/19/84	
20.	Date	
21.		
22.		
23.		
24.		

25.

#### SUPPORTIVE STAFF ASSOCIATION OFFICERS

Joan E. Augustine, President

Babe Taylor, Vice-President

Gail Churchill, Treasurer

John Swanson, Membership Chairman

Negotiation Committee

Joan E. Augustine, President
Babe Taylor
Cecil Baughman
Louis Hanselman

## SALARY RANGE

## PROFESSIONAL AND SUPPORT STAFF

7/1/84 - 6/30/85

TITLE	PAY GRADE	SALARY RANGE	PROMOTIONAL INCREMENT
Clerk Typist I Library Clerk I Reproduction Machine Operat	1 for I	\$8,434 - \$11,808	\$422
Cafeteria Cashier Child Care Assistant Inventory & Receiving Clerk Keypunch Operator I	2 « I	\$8,856 - \$12,398	\$443
Cafeteria Cook Clerk Steno I Clerk Typist II Library Clerk II Receptionist Clerk Switchboard Operator	3	\$9,299 - \$13,019	\$465
Account Clerk I College Field Representative Inventory & Receiving Clerk Keypunch Operator II Media Technician I Records Clerk Teacher Aide	¢ II	\$9,764 - \$13,670	\$488
Branch Compus Receptionist Clerk Steno II College Receptionist GED Exam Proctor Library Technician Purchasing Assistant Reproduction Machine Operat Testing Assistant I		\$10,252 - \$14,353	\$513
Account Clerk II Laboratory Assistant Media Technician Recorder	6	\$10,765 - \$15,071	\$538
Assistant Buyer Cafeteria Chef Computer Operator Coordinator Continuing Educe Services Information Specialist Office Coordinator I Recruiter Advisor I Tutorial Program Assistant	7	\$11,303 - \$15,824	\$565

				PROMOTIONAL
	TITLA	PAY GRADE	SALARY RANGE	INCREMENT
	Account Clerk III Media Technician III	8	\$11,868 - \$16,615	\$593
	Job Technician Office Coordinator II	9	\$12,461 - \$17, 445	\$623
	Lab Stockroom Manager	10	\$13,084 - \$18,318	\$654
	Programmer I Teacher, Child Care Testing Assistant II	. 11	\$13,737 - \$19,232	\$689
	Teacher, ABE-GED Teacher, ABE-GED Spanish Teacher, Adult Education Teacher, ESL	12	\$14,424 - \$20,194	\$721
	Admissions Assistant College Field Representative I Programmer II Recruiter/Advisor Vocational Advisor II	13 I	\$15,145 - \$21,203	\$757
•	Head Teacher Adult Learning Ct	τ. 14	\$15,902 - \$22,263	\$795
	Programmer/Analyst	15	\$16,697 - \$23,275	\$835
	Associate Program Specialist	16	\$17,535 - \$24,545	\$877

Effective July 1, 1984, an across-the-board raise of \$960.00 shall be granted. Employees hired after February 1, 1984, shall receive a prorated amount of the increase.

## SALARY RANGE

## PROFESSIONAL AND SUPPORT STAFF

7/1/85 - 6/30/86

TITLE	PAY GRADE	SALARY RANGE	PROMOTIONAL INCREMENT
Clerk Typist I Library Clerk I	1	\$8,856 - \$12,398	\$443
Reproduction Machine Operator I			
Cafeteria Cashier Child Care Assistant Inventory & Receiving Clerk I Keypunch Operator I	2	\$9,299 - \$13,019	\$465
Cafeteria Cook Clerk Steno I Clerk Typist II Library Clerk II Receptionist Clerk Switchboard Operator	3	\$9,764 - \$13,670	\$488
Account Clerk I College Field Representative I Inventory & Receiving Clerk II Keypunch Operator II Media Technician I Records Clerk Teacher Aide	4	\$10,252 - \$14,353	\$513
Branch Compus Receptionist Clerk Steno II College Receptionist GED Exam Proctor Library Technician	5	\$10,765 - \$15,071	\$538
Purchasing Assistant Reproduction Machine Operator II Testing Assistant I			
Account Clerk II Laboratory Assistant Media Technician Recorder	6	\$11,303 - \$15,824	\$565
Assistant Buyer Cafeteria Chef Computer Operator Coordinator Continuing Education Services Information Specialist Office Coordinator I Recruiter Advisor I Tutorial Program Assistant	7	\$11,868 - \$16,615	\$593

1				PROMOTIONAL
TITLE	PAY	GRADE	SALARY RANGE	INCREMENT
Account Clerk Media Technic		8	\$12,461 - \$17,445	\$593
Job Technicia Office Coordi		9	\$13,084 - \$18,318	\$654
Lab Stockroom	Manager	10	\$13,737 - \$19,232	\$689
Programmer I Teacher, Chil Testing Assis	d Care	11	\$14,424 - \$20,194	\$721
Teacher, ABE- Teacher, Adul Teacher, ESL	GED Spanish	12	\$15,145 - \$21,203	\$757
Admissions As College Field Programmer II Recruiter/Adv Vocational Ad	Representative II	13	\$15,902 - \$22,263	
Head Teacher	Adult Learning Ctr.	14	\$16,697 - \$23,375	\$835
Programmer/An	alyst	15	\$17,532 - \$24,545	\$877
Associate Pro	gram Specialist	16	\$18,409 - \$25,773	\$920

Effective July 1, 1985, an across-the-board raise of 8% shall be granted. Employees hired after February 1, 1985, shall receive a prorated amount of the increase.

## SALARY RANGE

# PROFESSIONAL AND SUPPORT STAFF

7/1/86 - 6/30/87

			PROMOTIONAL
TITLE	PAY GRADE	SALARY RANGE	INCREMENT
Clerk Typist I Library Clerk I Reproduction Machine Operator I	1	\$9,299 - \$13,019	\$465
Cafeteria Cashier Child Care Assistant Inventory & Receiving Clerk I Keypunch Operator I	2	\$9,764 - \$13,670	\$488
Cafeteria Cook Clerk Steno I Clerk Typist II Library Clerk II Receptionist Clerk Switchboard Operator	3	\$10,252 - \$14,353	\$513
Account Clerk I College Field Representative I Inventory & Receiving Clerk II Keypunch Operator II Media Technician I Records Clerk Teacher Aide	4	\$10,765 - \$15,071	\$538
Branch Compus Receptionist Clerk Steno II College Receptionist GED Exam Proctor Library Technician Purchasing Assistant Reproduction Machine Operator I Testing Assistant I	5	\$11,303 - \$15,824	\$565
Account Clerk II Laboratory Assistant Media Technician Recorder	6	\$11,868 - \$16,615	\$593
Assistant Buyer Cafeteria Chef Computer Operator Coordinator Continuing Education Services Information Specialist Office Coordinator I Recruiter Advisor I Tutorial Program Assistant	7 on	\$12,461 - \$17,445	\$593

			PROMOTIONAL
TITLE	PAY GRADE	SALARY RANGE	INCREMENT
Account Clerk III Media Technician III	8	\$13,084 - \$18,318	\$654
Job Technician Office Coordinator II	9	\$13,737 - \$19,232	\$689
Lab Stockroom Manager	10	\$14,424 - \$20,194	\$721
Programmer I Teacher, Child Care Testing Assistant II	11	\$15,145 - \$21,203	\$757
Teacher, ABE-GED Teacher, ABE-GED Spanish Teacher, Adult Education Teacher, ESL	12	\$15,902 - \$22,263	\$795
Admissions Assistant College Field Representative I Programmer II Recruiter/Advisor Vocational Advisor II	13	\$16,697 - \$23,375	\$835
Head Teacher Adult Learning Ct	r. 14	\$17,532 - \$24,545	\$877
Programmer/Analyst	15	\$18,409 - \$25,773	\$920
Associate Program Specialist	16	\$19,329 - \$27,061	\$966

Effective July 1, 1986, an across-the-board raise of \$800.00 shall be granted. Employees hired after February 1, 1986, shall receive a prorated amount of the increase.

Effective January 1, 1987, an across-the-board raise of \$650.00 shall be granted. Employees hired after August 1, 1986, shall receive a prorated amount of the increase.

#### APPENDIX D

#### SALARY GUIDE

#### PHYSICAL PLANT STAFF

## 7/1/84 - 6/30/85

PAY GRADE	CLASSIFICATION	SALARY RANGE
3 EOX. 255 - 25	Custodian	\$9,299 - \$13,019
5	Security Guard I	\$10,252 - \$14,353
6	Groundsworker I	\$10,765 - \$15,071
7	Security Guard II	\$11,303 - \$15,824
8	Groundsworker II Utility Repairer I	\$11,868 - \$16,615
10	Utility Repairer II	\$13,084 - \$18,318

Effective July 1, 1984, an across-the-board raise of \$960 shall be granted. Employees hired after February 1, 1984 shall receive a prorated amount of the increase.

An employee promoted to a higher classification shall receive a promotional increase of 10% above base rate.

The "Lead Night Custodian" shall receive \$10.00 per week as extra duty and responsibility compensation for so long as required to fulfill such.

#### APPENDIX E

### PHYSICAL PLANT STAFF

#### SALARY GUIDE

7/1/85 - 6/30/86

PAY GRADE	CLASSIFICATION	SALARY RANGE
3	Custodian	\$9,764 - \$13,670
5	Security Guard I	\$10,765 - \$15,071
6	Groundsworker I	\$11,303 - \$15,824
7	Security Guard II	\$11,868 - \$16,615
8	Groundsworker II Utility Repairer I	\$12,461 - \$17,445
10	Utility Repairer II	\$13,737 - \$19,232

Effective July 1, 1985, an across-the-board raise of 8% shall be granted. Employees hired after February 1, 1985 shall receive a prorated amount of the increase.

An employee promoted to a higher classification shall receive a promotional increase of 10% above base rate.

The "Lead Night Custodian" shall receive \$10.00 per week as extra duty and responsibility compensation for so long as required to fulfill such.

#### APPENDIX F

#### PHYSICAL PLANT STAFF

#### SALARY GUIDE

7/1/86 - 6/30/87

PAY GRADE	CLASSIFICATION	SALARY RANGE
3	Custodian	\$10,252 - \$14,353
5	Security Guard I	\$11,303 - \$15,824
6	Groundsworker I	\$11,868 - \$16,615
7	Security Guard II	\$12,461 - \$17,445
8	Groundsworker II Utility Repairer I	\$13,084 - \$18,318
10	Utility Repairer II	\$14,424 - \$20,194

Effective July 1, 1986, an across-the-board raise of \$800 shall be granted. Employees hired after February 1, 1986 shall receive a prorated amount of the increase. Effective January 1, 1987, an across-the-board raise of \$650 shall be granted. Employees hired after August 1, 1986 shall receive a pro-rated amount of the increase.

An employee promoted to a higher classification shall receive a promotional increase of 10% above base rate.

The "Lead Night Custodian" shall receive \$10.00 per week as extra duty and responsibility compensation for so long as required to fulfill such.

# APPENDIX G

# ATLANTIC COMMUNITY COLLEGE

# PAYROLL DEDUCTION AUTHORIZATION

Ι,	, hereby authorize Atlantic Community
College to dedu	act from my earnings each biweekly payroll period the
amount indicate	d and to remit this deduction to the appropriate
organization.	
Purpose of Dedu	ction: / / Dues / / Representation Fee
Organization:	/ / Education Association / / ACCOSAP
	/ / SSAACC
Amount of Deduc	tion: \$(Under authority of NJSA
34:[3A-5,4.) F	Representation fee equal to 85% of regular membership
dues. Deduction	on becomes effective at the time apllication is
tendered to the	Payroll Office with deductions effective the 1st pay
period after th	at date.
Dated	Employee's Signature

## THE RESERVE OF THE OWNER, THE PERSON NAMED IN

## AUTEAUTION CONTRACTOR AND INCOME.