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Labor Studies

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RUTGERS UNIVERSITY

AGREEMENT BETWEEN
 THE BOARD OF TRUSTEES
 OF
CUMBERLAND COUNTY COLLEGE *Board of Trustees*
 AND
CUMBERLAND COUNTY COLLEGE
STAFF ASSOCIATION

July 1, 1982 -

- 1 E. The Board agrees not to negotiate concerning said employees in the negotiation
2 unit as defined in Article I of this Agreement with any other organization for
3 the duration of this Agreement.
4
- 5 F. Either party will have the right to caucus at any time. Maximum length of time
6 for a caucus will be 15 minutes. Time may be extended by mutual agreement.
7
- 8 G. When an agreement has been reached on a particular article or sub-article, the
9 chairman of each party will initial the article to indicate that agreement has
10 been reached between the parties.
11
- 12 H. When in the view of either party an impasse has been reached on any issue, that
13 party may appeal to the PERC for services of a mediator in accordance with
14 Chapter 12 of Rules, Regulations and Statement of Procedures of the New Jersey
15 Public Employment Relations Commission.
16
- 17 I. All meetings of the negotiating parties will be held in the Board Room of the
18 Administration Building of Cumberland County College. Provisions will be made
19 to facilitate the negotiating process, i.e., caucusing, typing, duplicating,
20 etc., within said building.
21
- 22 J. Each negotiating session shall be held between the hours of 7:00 p.m. and
23 10:00 a.m. with extensions by mutual agreement. There shall be one session
24 per week unless otherwise agreed.
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1 such employee shall not be required to take time off during such work week in
2 order to avoid payment of overtime.

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4 D. If any employee is injured in the performance of their duties during the course
5 of the work day and requires medical or surgical attention and is advised by
6 medical personnel not to return to work that day, they will be paid the balance
7 of the work day.

8
9 E. Employees working on shifts of which the majority of working hours fall between
10 4:00 p.m. and 6:00 a.m. shall receive, in addition to their regular pay, an
11 additional fifteen cents (15¢) per hour.

12
13 F. An employee who is called in to work at times other than his/her regularly
14 scheduled shift shall be paid for a minimum of two (2) hours call-in time, and
15 hours worked after two (2), if such work requirement is for more than the
16 minimum two (2) hours minimum guarantee.

17
18 G. All employees will be allowed a ten (10) minute break in the morning and a
19 ten (10) minute break in the afternoon.

20
21 H. The College shall continue to not require employees to work under unsafe or
22 hazardous conditions or to perform tasks which endanger an employee's health
23 and safety.

24
25 I. Secretarial Classifications

26 Class I - Secretary

27 Highest proficiency: Typewriting, shorthand, speedwriting, record-keeping,

1 filing systems, letter writing, receptionist, machine operation. Works
2 with little or no supervision. Serves one or more members of the
3 Administrative Staff.

4 Class II - Secretary

5 High proficiency: Typewriting, shorthand, speedwriting, record-keeping,
6 filing systems, proofreading, letter writing, receptionist, machine
7 operation. Works with some supervision.

8 Class III - Secretary

9 High proficiency: Typewriting, stenograph (optional), record-keeping,
10 machine operation, filing systems, general office clerking. Works with
11 supervision.

12 Class IV - Secretary

13 Proficiency: Typewriting, machine operation, filing systems, general
14 office clerking. Requires supervision.

15
16 J. Job Opportunities

17 1. Notice of all supportive staff vacancies at Cumberland County College in
18 the following categories shall be circulated to those of the Staff
19 Association membership at least ten (10) days prior to its publication
20 elsewhere:

- 21 1. Newly created positions.
- 22 2. Positions previously filled by a CETA employee if continued
23 by Cumberland County College.
- 24 3. Vacated position held by Cumberland County College supportive
25 staff member.

26 2. The notice shall state the name of the job and a short description of
27 the same.

- 1 3. Members of the Association shall be given the opportunity to qualify for
2 a higher classification whenever a vacancy occurs.
- 3 4. Staff Association members who are applicants for the position shall be
4 notified of the disposition of their application.
- 5 5. Classifications which require new skills will be satisfied upon written
6 examination, or testing of the new skill by the Office Supervisor and
7 Department Head.
- 8 6. The Administration shall determine who shall be the successful applicant
9 for the position. In the event that two (2) or more applicants are of
10 equal experience and ability, the applicant with the greater seniority
11 shall be awarded the job. In all cases, the experience and skill shall be
12 adequate to properly perform the job.

13 Article V - Benefits

14 A. Sick Leave

- 15 1. A regular employee who is absent from duty because of personal illness is
16 allowed sick leave each year without deduction in pay on the following
17 basis (length of service for the purpose of determining sick leave is
18 calculated from the date of appointment):
19 Ten month employees: 13 working days sick leave per year
20 Twelve month employees: 15 working days sick leave per year
21 Any deviation from a twelve (12) or ten (10) month contract will be
22 prorated accordingly.
23 2. Concurrently with the beginning date of the fiscal year, a statement
24 designating the number of accumulated days to which an employee is eligible,
25 the number he has consumed, and the number remaining in his account will
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1 be made available by a staff member designated by the Dean of Administration.

- 2 3. Although sick leave may not be credited during a leave of absence, an
3 employee does not lose accumulated sick leave while on leave of absence.
- 4 4. Sick leave allowance is accruable without limit. A unit member who enters
5 retirement and has to his/her credit any unused accumulated sick leave
6 shall be entitled to receive 50% of the accumulated sick leave as severance
7 pay, said payment not to exceed \$6000.00. This payment shall be paid in
8 a lump sum at the effective date of retirement. The Supplemental Com-
9 pensation payment to be paid hereunder shall be computed at the rate of
10 one-half of the eligible employee's daily rate of pay for each day of
11 earned and unused accumulated sick leave based upon the average annual
12 compensation received during the last year of employment prior to the
13 effective date of retirement.

14

15 B. Bereavement Leave

- 16 1. A paid bereavement leave of five (5) days maximum will be allowed for
17 the death of spouse or children. Three (3) days maximum will be allowed
18 for each death in the immediate family. Family shall mean: father,
19 mother, brother, sister, step-children, grandchildren, grandparents, and
20 parents-in-law.

21

22 C. Personal Leave

- 23 1. Personal leave with prior approval of the Dean of Administration may be
24 granted for a maximum of four (4) days in any one year for the following
25 reasons:
- 26 a. Personal court appearance
 - 27 b. Marriage of employee

- 1 c. Personal business which cannot be handled outside regularly
2 scheduled hours
- 3 d. Religious holidays
- 4 2. Any other emergency or urgent reason which is not included in a to d
5 above, if approved by the Dean of Administration.
- 6 3. Procedure for requesting personal leave:
- 7 a. A formal request shall be written to the Dean of Administration.
8 This request shall include the following data:
- 9 1) The specific reason for the requested leave
10 2) The date of the absence
- 11 b. This request shall be submitted to the immediate supervisor to
12 be forwarded to the Dean as soon as possible, but not later than
13 one week prior to the anticipated absence. Only in emergencies
14 may this limitation be waived. Such a waiver necessitates
15 approval of the immediate supervisor and immediate submission of
16 the letter to the Dean.
- 17 c. All personal leaves are official only after receipt of the Dean's
18 or his designee's approval.

19

20 E. Jury Duty

21 Employees who are required to be absent from work to serve on jury duty shall
22 be paid the difference between the daily jury duty pay and their regular
23 straight time daily pay.

24

25 F. Maternity Leave

26 The College agrees to meet the guidelines established by the Equal Employment
27

1 Commission with regards to P.L. 95-555, which bans discrimination in employment
2 on the basis of pregnancy, childbirth, or related conditions effective
3 October 31, 1978.
4

5 G. Vacation Leave

6 A. Each employee in the negotiating unit covered by this Agreement shall be
7 entitled to the following vacation with pay at the annual rate of pay such
8 employees are receiving at the time such vacation is actually taken (length
9 of service for the purpose of determining vacation is calculated from the
10 date of appointment):

11 Twelve Month Employees:

- 12 1. One (1) year through five (5) years service
13 (a) twelve (12) vacation days per year credit
- 14 2. Five (5) years through ten (10) years service
15 (a) fifteen (15) vacation days per year credit
- 16 3. Ten (10) years or more of service
17 (a) twenty (20) vacation days per year credit

18 Ten Month Employees:

- 19 1. One (1) year through five (5) years service
20 (a) ten (10) vacation days per year credit
- 21 2. Five (5) years through ten (10) years service
22 (a) thirteen (13) vacation days per year credit
- 23 3. Ten (10) years or more of service
24 (a) eighteen (18) vacation days per year credit

25
26 B. Any deviation from a twelve (12) or ten (10) month contract will be
27 prorated accordingly.
28

1 C. Vacation days cannot be carried forward from year to year. Unit members
2 with accumulated vacation time will have until June 30, 1983 to use all
3 accumulated time.
4

5 H. Insurance Protection

- 6 1. At no cost to the unit member, the Board shall provide for him and his
7 eligible dependents the health insurance benefits of the following plans:
8 1. Blue Cross Hospitalization (14/20)
9 2. Blue Shield Medical and Surgical (14/20)
10 3. Rider J
11 4. Major Medical
12 5. Dental Benefits
- 13 2. At no cost to the unit member the Board shall provide for him a group
14 income protection plan at a cost not to exceed \$75.00 per year per member.
- 15 3. The Board shall provide to the unit member, and his eligible dependents,
16 a program of prescription reimbursement defined by the Hospital Service
17 Plan as "\$1.00 Co-Pay Program" up to the maximum (family) benefits, which
18 program shall be the aforementioned plan, or at the option of the Board
19 of Trustees, any equivalent plan available from any other source.
- 20 4. The Board shall provide to the unit member only, an optical program at a
21 cost not to exceed \$80.00 per year per unit member. The plan shall
22 include sunglasses and contact lenses prescribed by a licensed practitioner.
23 The plan will cover one examination during the length of the contract.
24

25 I. Military Leave

26 All military leaves shall be dealt with in accordance with applicable Federal
27 and local regulations.
28
29

1 J. Workshops

2 Association members from time to time may request or be requested by the College
3 to attend conferences, meetings, etc. for the purpose of attaining new skills
4 and competencies, and for professional growth of the College. Upon the approval
5 of the Dean of Administration, in conference with the department chairperson or
6 immediate supervisor, absences will be granted without a loss of salary and the
7 College will bear the necessary expenses for such absences.

8
9 K. Tuition

10 For a member of the unit, his/her spouse, or unmarried child who is accepted at
11 Cumberland County College for enrollment in the academic program or Continuing
12 Education Program, the College shall grant full tuition remission. Tuition
13 remission shall be granted only in those courses where there is space available
14 without extension or expansion of the course program or facilities. To continue
15 to receive benefits under this provision, a minimum grade point average of "C"
16 or better must be maintained.

17
18 L. Paid Holidays

- | | |
|---------------------------|---------------------|
| 19 A. Independence Day | Day after Christmas |
| 20 Labor Day | New Year's Day |
| 21 Columbus Day | President's Day |
| 22 Thanksgiving Day | Good Friday |
| 23 Day after Thanksgiving | Easter Monday |
| 24 Day before Christmas | Memorial Day |
| 25 Christmas Day | |

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

3
4 C. Holidays which fall within an employee's vacation period shall be
5 celebrated at a mutually agreed upon time with the employee and the
6 College.

7
8 D. In order to be eligible for holiday pay an employee must be on the active
9 payroll of the College for thirty (30) days and must have worked his full,
10 regularly scheduled work day before and after the holiday, unless such
11 absence is authorized.

12
13 Article VI - Salary

14 A. Salary Increases

15 1982 - 1983 - 8.0% increase on base salary
16 1983 - 1984 - 8.75% increase on base salary
17 1984 - 1985 - 8.75% increase on base salary

18
19 B. An adjustment will be made each year to certain individuals mutually agreed
20 to by both parties.

21
22 C. All increases in salary are awarded by the Board of Trustees upon the rec-
23 ommendation of the President, N.J.S.A. 18-29-14.

24
25 D. The salary ranges for the job titles included in this unit are attached as
26 Appendix A of this Agreement.

1 Article VII - Seniority and Job Security, Reduction in Force

2 A. Seniority is defined as an employee's total length of service with the College,
3 beginning with his/her date of employment. Such seniority shall accumulate
4 until there is a break in service. A break in continuous service occurs when
5 an employee resigns, is discharged, or retires. Where ability to perform work
6 is equal to or better, the person with the most seniority will be given pref-
7 erence when the Board finds it necessary to lay off employees. Recall shall be
8 in reverse order of layoff. Seniority will be the basis for settling any
9 conflict arising relative to employees taking vacation leave (i.e., the most
10 senior employee in the dispute will have the first option). However, where
11 the work force is depleted because of vacation leave, the College shall reserve
12 the right to designate times when an employee may not take leave.

13
14 B. If a reduction in staff is necessary due to budgetary constraints, the Association
15 members will be given a reasonable notice before being terminated. In no case
16 shall the notice be less than two (2) weeks. An employee terminated with just
17 cause will be discharged immediately.

18
19 Article VIII - Grievance Procedure

20 A. Definitions

21 1. Grievance

22 A "grievance" is a claim by an employee or the Association based upon the
23 interpretation, application or violation of this Agreement, Board policies,
24 and administrative decisions.

25 2. Aggrieved person

26 An "aggrieved person" is the person or persons making the claim.

1 The Association may also be considered to be an "aggrieved person" on
2 matters specifically concerning Association affairs.

3 3. Party in interest

4 A "party in interest" is the person or persons making the claim and any
5 person including the Association or the Board, who might be required to
6 take action, or against whom action might be taken in order to resolve
7 the claim.
8

9 B. Purpose

10 The purpose of this procedure is to secure equitable solutions to the problems
11 which may from time to time arise affecting employees. Both parties agree that
12 these proceedings will be kept as informal and confidential as may be appropriate
13 at any level of the procedure.
14

15 C. Time Limitations

- 16 1. The number of days indicated at each level shall be considered as a maximum
17 and every effort shall be made to expedite the process. The time limi-
18 tations specified may, however, be extended by mutual agreement.
- 19 2. Where, pursuant to the procedure hereinafter set forth, the last day for
20 filing a grievance falls on a Saturday, Sunday, or Legal Holiday the last
21 day for filing shall automatically be deemed to be the next succeeding
22 calendar day.
23

24 D. Rights to representation

25 Any aggrieved person may be represented at all stages of the grievance procedure
26 by himself, or, at his option, by a representative selected or approved by the
27 Association.
28
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1 The Board shall appoint a Contract Officer who shall receive copies of grievance
2 materials at all levels of grievance. The Contract Officer shall attend all
3 grievance hearings.
4

5 E. Procedure

6 1. Level One - Supervisor

7 A member with a grievance shall file it in writing with his supervisor.

8 The grievance shall be filed within forty-five (45) calendar days of the
9 time that the grievant knew of, or should have known of, the alleged
10 occurrence.

11 2. Level Two - Dean of Administration

12 If the aggrieved person is not satisfied with the disposition of his
13 grievance at Level One, or if no decision has been rendered within seven
14 (7) calendar days after the presentation of the grievance, he may file
15 the grievance in writing with the appropriate Dean within five (5) calendar
16 days after the decision at Level One or twelve (12) calendar days after
17 the grievance was presented, whichever is sooner.

18 3. Level Three - President of the College

19 If the aggrieved person is not satisfied with the disposition of his
20 grievance at Level Two, or if no decision has been rendered within seven
21 (7) calendar days after the presentation of the grievance, he may file
22 the grievance in writing with the President of the College within five
23 (5) calendar days after the decision at Level Two or twelve (12) calendar
24 days after the grievance was presented, whichever is sooner.

25 4. Level Four - Board of Trustees

26 If the aggrieved person is not satisfied with the disposition of his
27

1 grievance at Level Three, or, if no decision has been rendered within
2 fifteen (15) calendar days after the grievance was delivered to the
3 President of the College, he may, within five (5) calendar days after a
4 decision by the President or twenty (20) calendar days after the grievance
5 was delivered to the President, whichever is sooner, file his grievance in
6 writing with the Secretary of the Board of Trustees. The Board of Trustees
7 shall render its decision at a date not later than its second regular
8 monthly meeting following the filing of his grievance with the Secretary.
9 If the Board fails to act within the time set forth above, the grievance
10 will automatically be determined in favor of the aggrieved person.

11
12 F. Reprisals

13 No reprisals of any kind shall be taken by the Board or by any member of the
14 administration against any party in interest, any representative, any member of
15 the Association, or any other participant in the grievance procedure by reason
16 of such participation.

17
18 G. Miscellaneous

19 1. Group grievance

20 If, in the judgment of the Association, a grievance affects a group of
21 employees, the Association may submit such grievance in writing to the
22 Dean directly and the processing of such grievance shall be commenced at
23 Level Two. If the Association is not satisfied with the decision it may
24 proceed in accordance with the provisions of Paragraph "E" 3 and 4.

25 2. Written decisions

26 All decisions rendered at Levels Three and Four of the grievance procedure
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1 shall be in writing setting forth the decision and reasons therefore and
2 shall be transmitted promptly to all parties in interest and to the
3 Association.

4 3. Forms

5 Forms for filing grievances, serving notices, taking appeals, making
6 reports and recommendations, and other necessary documents shall be pre-
7 pared by the College and given appropriate distribution so as to facilitate
8 operation of the grievance procedure.

9
10 Article IX - The Board of Trustees' Rights

- 11 A. The Board hereby retains and reserves unto itself all rights, powers, duties,
12 authority and responsibilities conferred upon and vested in it by the laws and
13 Constitution of the State of New Jersey.
- 14
- 15 B. Any of the rights, powers or authority the Board had when there was no col-
16 lective bargaining representatives or collective bargaining agreement are
17 retained by the Board and may be exercised without prior notice to or
18 consultation with the Association, except those specifically abridged or
19 modified by this Agreement.
- 20
- 21 C. The Board retains the right to promulgate and post reasonable rules and
22 regulations governing the conduct and acts of employees during working hours.
- 23
- 24 D. This contract represents complete collective bargaining and full agreement by
25 the parties in respect to rates of pay, wages, hours of employment or other
26 conditions of employment which shall prevail during the term hereof and any

1 matters or subjects not herein covered have been satisfactorily adjusted,
2 compromised or waived by the parties for the life of this agreement.

3
4 Article X - Miscellaneous

5 A. The Board and the Association shall continue to not discriminate against any
6 employee on the basis of race, creed, color, national origin, sex, marital
7 status or membership in the Association.

8
9 B. Nothing contained in this Agreement shall be construed to deny or restrict to
10 either party, such rights as he/she may have under the Constitution of the
11 United States, Constitution of the State of New Jersey, or other statutes of
12 the State of New Jersey, or rules and regulations of the Commissioner of Higher
13 Education or other applicable laws and regulations. The Board and Organization
14 do not condone any direct or indirect pressure upon any or all school personnel
15 to join, or refrain from joining, any employee organization(s).

16
17 C. This Agreement shall be subject to ratification by the members of the Association
18 and by members of the Board of Trustees.

19
20 D. Except as herein provided in this Agreement, nothing contained herein shall be
21 interpreted or applied so as to eliminate, reduce or otherwise detract from
22 any employee benefits existing prior to the effective days of this Agreement.

23
24 E. Unit members will not be required to pay to park on the faculty parking lot
25 adjacent to the Academic Building.

1 F. A ten percent (10%) discount shall be given to unit members on all items sold
2 in the College bookstore.
3

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Article XI - Duration of Agreement

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This Agreement shall become effective on the 1st day of July 1982 and shall con-
6 tinue in effect until the 30th day of June 1985.

7

8

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

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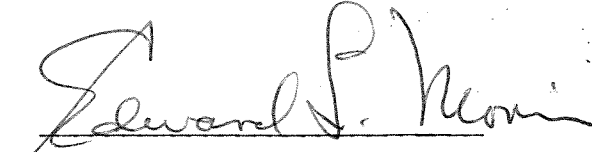
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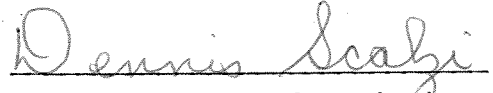
Article XII - Signatures of Contract

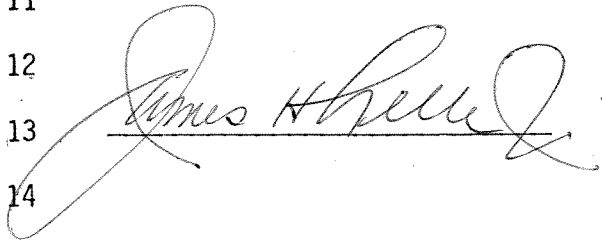
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CUMBERLAND COUNTY COLLEGE

CUMBERLAND COUNTY COLLEGE
STAFF ASSOCIATION


Chairman, Board of Trustees


President, Staff Association





APPENDIX A

CUMBERLAND COUNTY COLLEGE
STAFF SALARY RANGES
1982-85

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Head Custodian	3.60	10.00
Head Groundskeeper	3.60	10.00
Mechanic (Skilled)	3.60	10.00
General Maintenance Person	3.35	8.50
Custodian	3.35	8.50
Floorperson	3.35	8.50
Groundskeeper	3.35	8.50
Secretary IV	6,100	
Secretary III	6,800	14,000
Secretary II	7,300	15,000
Secretary I	8,500	16,500
Receptionist/Switchboard	6,800	13,500
Administrative Assistant	8,500	16,000