Contract us. 399

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



JULY 1, 1990 to JUNE 30, 1992



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PREAMBLE

THIS	AGREEMENT	entered	into the	17th_	day of		
October, 1990	BETWEEN						
<u>conn</u>	TY COLLEGE	OF MORRI	S, in the	e County of	Morris, New	Jersey;	
(hereinafter called the "College"); and							
COUN	TY COLLEGE	OF MORRI	S STAFF	ASSOCIATION;	(hereinaft	er	
called the "Associa	tion").						

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ARTICLE I

RECOGNITION

- A. The College recognizes the Association as the sole and exclusive representative of those employees in the bargaining unit for the purpose of collective negotiations concerning wages, hours of work and other terms and conditions of employment.
- B. Included titles covered under this Agreement are all full-time permanent employees of the College enumerated in PERC Docket Nos. RO-814 and RO-823, dated September 27, 1974; and those additional staff titles which the parties have since agreed are within the bargaining unit as enumerated in grade and classification schedules Exhibits A and B.
- C. Excluded from coverage under this Agreement are all other employees of the College not included within this unit; and any full time unit positions that are fully funded by grants received by the College during the implementation of such grants.

D. New Positions

- Nothing in this agreement shall limit the authority of the Board to create new job titles.
- 2. In the event the Board authorizes the creation of a new position, and such position is not within any of the job titles in Exhibit A, the College shall, within thirty (30) calendar days of this action, advise CCMSA, in writing, of the title, proposed grade level, and a brief description of the proposed duties of the position.
- 3. Within ten (10) calendar days after delivery of such notification, CCMSA may deliver to the President of the College a written request that the proposed new position be included in the bargaining unit

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

- 4. If the parties are unable to reach such agreement, either party may file a petition with the Public Employment Relations Commissions, seeking a determination of such dispute. The parties agree that the Public Employment Relations Commission shall have exclusive jurisdiction and determination of inclusion of an additional title in the bargaining unit, and such dispute shall not be subject to the grievance procedure set forth in this agreement.
- 5. In the event the parties agree, or it is otherwise determined a new position shall be included in the bargaining unit, any employee who is employed in such a position shall be covered by the terms of this agreement retroactive to his/her date of hiring in the stated position.
- 6. Failure of CCMSA to request inclusion in the bargaining unit of a new title within the ten day period specified above shall be conclusively deemed an acceptance that such title should be properly excluded from the bargaining unit.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The College and the Association agree to abide by the negotiating time requirements established by the rules and regulations of the Public Employment Relations Commission.
- B. Whenever members of the bargaining unit are mutually scheduled by the parties or the Public Employment Relations Commission to participate during working hours in conferences, meetings or negotiations concerning the administration or negotiations of this Agreement, those employees will suffer no loss in regular straight time pay.
- C. Employees so scheduled shall advise their immediate supervisors in advance in writing of the time during which they will be involved in such activities.

ARTICLE III

GRIEVANCE PROCEDURES

- A. Purpose and General Procedures
- Agreement is to secure, at the lowest level possible, equitable solutions to grievances of employees. Nothing contained in this Article shall preclude an employee or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to a grievance procedure. The parties involved in grievance proceedings shall keep such proceedings as informal and confidential as may be appropriate at each level of such procedure.
- 2. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
- 3. Failure of the College or its representatives to respond at any step of a grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievance may continue within the time limit specified to the next step.
- 4. The time limits set forth may be mutually extended in writing.
- 5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties of employees.
- 6. Days as referred to in this Agreement shall be Calendar days.
- 7. Any aggrieved person may be represented at all stages of a grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of a grievance procedure.

- 8. All conferences and hearings conducted under any grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and a witness, during the course of his/her testimony.
- 9. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

B. Group Grievance

If in the judgment of the Association a grievance affects a group or class of employees and members of that group or class have requested that the Association process the grievance, the Association may submit a group grievance under one of the procedures set forth in this Article providing the grievance is within the scope and definition of the grievance procedure initiated. Such group grievance shall be filed within the time limits and processed in the same manner hereinafter set forth in the applicable grievance procedure.

C. Contractual Grievances

1. Definition

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

- (a) Those matters which under the law or terms of this Agreement are not grievable; or
- (b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section D (1) of this article.

2. Step One

Within thirty (30) days after the occurrence of the contractual grievance, the employee shall deliver to his/her immediate supervisor written request to discuss such contractual grievance with the object of resolving the matter informally.

3. Step Two

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

4. Step Three

- (a) In the event the grievant is not satisfied with the disposition of the contractual grievance at Step Two, he/she may, within fifteen (15) days after receipt of the report and disposition at Step Two, file with the President of the College, the appeal form attached.
- (b) The President, or his designee, shall conduct a closed hearing on the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the contractual grievance appeal within thirty (30) days from his receipt of the Statement of Appeal on the form provided. Copies of the President's decision shall be given to the grievant and the Association.

Step Four

Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his/her contractual grievance by the President, he/she may request in writing that the Association submit his/her contractual grievance to binding arbitration. If the Association desires to submit the contractual grievance to arbitration, it must do so within twenty (20) days after receipt by the Association of the Step Three decision of the President of the College.
- (b) The Association shall request a list of arbitrators from the Public Employee Relations Commission (PERC) and the matter shall proceed in accordance with the rules and regulations of the Public Employee Relations Commission in the selection of an arbitrator.
- shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Chancellor of Higher Education and the State Board of Higher Education.
- (d) The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.
 - D. Non-Contractual and Statutory-Regulatory Grievances
 - 1. Definitions

A non-contractual grievance is an alleged misinterpretation,

misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable. A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the Chancellor or Board of Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or impliedly incorporated in this agreement.

2. Step One

Should an employee feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such employee shall discuss the grievance informally with his/her immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step Two

One discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the employee, he/she may formally submit to the Director of Human Resources & Labor Relations a signed written statement of grievance outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Director of Human Resources & Labor Relations or his designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Director of Human Resources & Labor Relations of the non-

contractual or statutory-regulatory grievance to the grievant, within twenty (20) days from receipt of the grievance.

4. Step Three

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

5. Step Four

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

6. Election of Remedies

The filing of a non-contractual or statutory-regulatory grievance with the Director of Human Resources & Labor Relations shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section C (1) of this Article. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter has been conferred by law, the pending grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herewith shall limit the right of the grievant or the Association to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

ARTICLE IV

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

- A. There shall be a joint committee of no more than three (3) members from the Association and three (3) from the College. This committee shall meet not less than once every three (3) months for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.
- B. The committee created pursuant to this Article shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this Article be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. The College agrees to furnish to the Association in response to reasonable requests made by the Association from time to time, available public information concerning the College which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the College to disclose any information which may be classified as privileged and/or confidential.
- B. No person covered under this Agreement shall engage in Association activities during the time the employee is assigned to duty. Representatives of the Association employed by the College shall be permitted to transact official Association business on College property at reasonable times outside of their normal working hours, provided they shall not interfere with or interrupt normal College operations or work responsibilities of other employees.
- C. When the Association wishes to utilize any College facilities, the Association shall obtain permission from the Vice President for Business and Finance or his designee in accordance with College policy.
- D. The Association shall have the right, with the permission of the Vice President for Business and Finance or his designee to use College equipment on campus (typewriters, copy machines, calculating machines and audiovisual equipment) at reasonable times, when such equipment is not otherwise required for College operations. The Association may also use a photocopy machine during non-working hours of the employee involved, provided the Association furnishes its own paper for the photocopier. Permission will be granted for the use of such equipment provided a person trained and experienced in the use and operation of such equipment is in attendance.

Article V continued:

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

- E. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall insofar as legally possible be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.
- F. Upon request, the President of the Association and one person designated by him/her shall annually each be entitled to five (5) days leave with pay for the purpose of conducting Association business. Any such request must be made in writing to the Director, Human Resources five (5) days in advance and the College may require evidence to substantiate such leave.
- G. The Association will be notified at least thirty (30) days prior to subcontracting work performed by members of this unit. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such subcontracting.
- H. The College shall assign an area for Association files for the official and exclusive use of the Association. The Association may install filing cabinets and other filing furniture at its own expense, provided same are not hazardous and do not cause damage to College personnel or facilities. The Association will adhere to the College rules and regulations pertaining to the use of building space including access for maintenance, safety and security.

ARTICLE VI

WORK YEAR AND HOURS OF WORK

A. Ten Month Employees

- Ten-month employees are those who are employed to work for a ten consecutive month period during the fiscal year.
- 2. Ten-month employees shall not be entitled to benefits as set forth in this Agreement which would accrue solely as a result of twelvemonth employment.

B. Hours of Work

- 1. The normal workday for those employees working a thirty-five (35) hour week shall be seven (7) hours, exclusive of any unpaid lunch period of either thirty (30) or sixty (60) minutes as approved or determined by the immediate supervisor.
- 2. The normal workday for those employees working a forty
 (40) hour week shall be eight (8) hours, exclusive of any unpaid lunch period.

Coffee Break

- a. Employees who work a forty (40) hour week will be permitted to take one (1) fifteen (15) minute coffee break during the first four (4) hours of employment and one (1) ten (10) minute coffee break during the last four (4) hours of employment provided such coffee breaks do not interfere with the normal operations of the Department and have been approved by the employee's immediate supervisor.
- b. Employees who work a thirty-five (35) hour week will be permitted to take one (1) fifteen (15) minute coffee break during the first four (4) hours of employment provided such coffee break does not interfere with the normal operations of the Department and has been approved by the employee's immediate supervisor.

Article VI continued:

C. Summer Hours

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

D. Compensatory Time

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

E. Reporting Absences

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

ARTICLE VII

EMPLOYMENT PROCEDURES

A. Notification

- 1. Each new employee will be given a copy of this Agreement with his/her letter of employment.
- 2. The Association will receive written notice of the name, hire date, department, job title, and annual salary of each newly hired employee. The Association will be advised in writing when a unit member terminates employment with the College.

B. Resignation

- An employee who is resigning from his/her position shall give ten
 workdays notice to his/her immediate supervisor in writing.
- 2. Earned vacation shall be paid according to the proportion of months worked to the total contract year provided proper notice has been given.

 Earned vacation pay shall be forfeited if the employee fails to return college equipment or property, or if the employee fails to give proper resignation notice unless the College agrees in writing to a shorter notice period.

ARTICLE VIII

OVERTIME

- A. Employees shall be required to work a reasonable amount of overtime when requested to do so by the College.
- 1. Overtime at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay (annual pay converted to an hourly equivalent) shall be paid for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a payroll week.
- 2. If the overtime requested is related to campus events scheduled by the College in advance, three days advance notice of the overtime request shall be given to the employee.
- 3. If the overtime requested is related to events which the College has not scheduled in advance, notice of the overtime request shall be given at least three (3) hours prior to quitting time of the day such overtime is required.
- 4. Overtime work may only be performed with the prior approval of the immediate supervisor. Any time worked without such approval may subject the employee to disciplinary action.
 - 5. Payment of overtime will be computed as follows:
 - a. Zero (0) to fifteen (15) minutes 0
 - b. Sixteen (16) to thirty (30) minutes -thirty (30) minutes
 - c. Thirty-one (31) minutes through sixty (60) minutes sixty (60) minutes.
 - d. Additional overtime beyond one (1) hour will be computed on the same basis.

Article VIII continued:

B. Call In and Call Back Time

- 1. An employee called in to his/her place of employment on his/her day off shall receive a minimum of four (4) hours of straight time pay or be required to work four (4) hours.
- 2. An employee called back after having completed his/her regularly scheduled workday and having left the premises shall receive a minimum of four (4) hours straight time pay or be required to work four (4) hours.
- The provision of this Article shall not apply to pre or post shift hours which are contiguous to the workday.
- C. All hours for which compensation is paid but during which no work is performed because of illness, leave, or otherwise, shall not be counted for purposes of determining overtime pay entitlement, except that holidays declared and recognized by the College, whether worked or not, or personal illness, shall be counted for purposes of computing overtime entitlement.
- D. All overtime shall be assigned on a fair and equitable basis within each department.
- E. Employees in the Plant and Maintenance Department and the Security Department shall receive, in addition to regular salary, one hour of compensatory time for each hour worked when the College has both cancelled classes and excused all other full-time staff employees because of adverse weather or emergency conditions. The compensatory time shall be scheduled with approval of the supervisor so as not to affect necessary college operations.

F. Premium Time

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

Article VIII continued:

- 2. An employee shall be eligible for the premium rate for hours actually worked on the seventh (7th) consecutive day (counting from the first day of the employee's regular work week) providing that such employee during the preceding work week has actually worked a minimum of forty (40) hours. If an employee has met the forty (40) hour threshold prior to the seventh (7th) day, such employee shall be entitled to the premium rate for each hour worked on the seventh (7th) day.
- 3. Work week means at least seven (7) hours worked per day on five succeeding calendar days (counted without regard to the end of the month) without intervening days off or leave time of any type, except that for the purposes of determining work week, College recognized holidays, scheduled leave time (vacation, personal, and compensatory time) requested by the employee at least one week in advance by the employee, and College closings shall be considered days worked.
- 4. Premium time worked must have the prior approval of the member's supervisor. Employees eligible for premium rate earned shall request payment for premium rate in the manner prescribe by the College.
- 5. Payment of premium rates shall not be duplicated for the same day and the maximum rate of compensation shall not exceed two (2) times regular hourly rates. Any such seventh (7th) day worked shall not be counted toward overtime or premium pay in any subsequent time period.

ARTICLE IX

EMPLOYEE EVALUATION AND PERSONNEL FILE

- A. An employee shall have a formal evaluation with his/her immediate supervisor at least once in each year; and at any time that employee's performance is not considered satisfactory.
- B. A written evaluation report will be prepared in each instance and a copy will be furnished to the individual employee followed by a conference between the employee and the immediate supervisor for the purpose of improving the employee's work performance.
- C. The evaluation report will provide space for employee comments, if any. Employees will sign each evaluation report indicating that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become a part of the employee's personnel file.
- D. Upon reasonable request, an employee will have an opportunity to review his/her personnel file.
- E. An employee will be advised of any derogatory material concerning conduct or service which has been placed in the employee's personnel file. Upon reasonable request, the employee will have an opportunity to review such material and shall acknowledge that he/she has reviewed the material by fixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such material and such answer shall be included with the file copy.

ARTICLE X

PROBATIONARY PERIOD AND DISCHARGE

- A. The first six months of an employee's employment shall be considered a probationary period, during which such employee may be discharged for any reason and such discharge shall not be grievable.
- B. Employees discharged after the completion of their probationary period will, upon request, be furnished the reason or reasons for such discharge.
- C. The cause for which employees may be discharged shall include, but not be limited to violation of rules, regulations and policies of the College.
- D. A probationary employee will be paid only for time actually worked; for holidays for which eligible under the provisions of Article XVI, Holidays; and for jury duty when applicable as set forth in Article XIV, Leaves of Absence.
- E. After the completion of the probationary period (6 months), an employee will be entitled to receive all benefits for which eligible under the terms of this Agreement, with the exception of vacation benefits as stated in Article XV, on a prorated basis. Refer to specific articles.

ARTICLE XI

DEDUCTIONS FROM SALARY

- A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.
- C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee.

 Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XII

MISCELLANEOUS

A. Non-Discrimination

- 1. Pursuant to the New Jersey Employer-Employee Relations

 Act, the College and the Association hereby agree that every employee of the

 College covered by this Agreement shall have the right to freely organize, join

 and support the Association or to refrain from doing so. The College and the

 Association agree that they shall not directly or indirectly discourage or

 deprive or coerce any employee covered under this Agreement in the enjoyment of

 any rights conferred by the New Jersey Employer-Employee Relations Act, and that

 they shall not discriminate against any such employee by reason of his/her

 membership or non-membership in the Association, or his/her participation or non
 participation in any activities of the Association.
- 2. Neither the College nor the Association shall discriminate against any employee because of race, creed, color, marital status, religion, age, sex, or national origin.
- B. Any individual employment agreement between the College and an individual employee will be consistent with the terms of this Agreement.
- C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall serve notice personally, or by regular mail to the following:

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

D. Bookstore

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

E. Meal Allowance

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

F. Printing

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

G. Transporting Students

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

H. When an employee is requested to use his/her own vehicle for approved college related business, he/she will be compensated at the rate of \$.20 per mile.

ARTICLE XIII

JOB OPENINGS, LAYOFFS AND SENIORITY

A. Job Openings

- 1. Open Staff Positions will be publicized on a Job
 Opportunity notice or similar publication at least seven (7) days prior to the
 position being filled. Copies of all Job Opportunity notices for Staff,
 Administrative, or Faculty positions will be sent to the Association when posted.
- 2. If an employee applies for an open staff position and meets all qualifications, the College shall give first consideration to the applicant before filling the vacancy.

B. Layoff and Seniority

- 1. Employees who are laid off will be notified of Open Staff
 Positions within their job classification for a six (6) month period after such
 layoff. Notice of recall to work shall be addressed by certified mail, return
 receipt requested, to the employee's last address appearing in the records of the
 College.
- 2. The Association will be notified at least thirty (30) days prior to implementation of a layoff. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such implementation.
- Seniority shall be defined as the total continuous years of service spent at the College.
- 4. For purposes of determining eligibility for fringe benefits, the employee's total length of service with the College shall be utilized.

- 5. In the event of a layoff, a more senior employee shall have the right to bump a less senior employee withing the same job title and division, provided the senior employee is qualified for the job into which he/she bumps. The Divisions of the College are defined as Academic Affairs, Business and Finance, Student Personnel Services, and the Office of the President. For the purposes of lay offs, the Division of Advancement and Planning shall be included with the Office of the President.
- 6. If the College chooses to retain an employee with less seniority, the College shall forward to the Association a written statement of the reasons for the College's decision.
- 7. Employees who have held a lower grade position in their current division within four (4) years of the implementation date of a lay off which results in the elimination of their current position shall have the ability to bump a less senior employee in a lower grade position within the same division if they are deemed qualified for the lower grade position by the College.
- 8. Seniority shall not be accumulated during the lay off period.

 Upon recall, an employee shall have his/her accumulated seniority to the date of lay off restored.

ARTICLE XIV

LEAVES OF ABSENCE

A. Personal Leave

- 1. Twelve-month employees shall be eligible for three personal leave days with pay in any one College fiscal year. Probationary employees are not eligible for personal days. Upon completion of the probationary period (6 months), each employee will be eligible for a prorated amount of personal days for the remaining period of the contract year after the expiration of the probationary period.
- 2. Ten-month employees shall be eligible for up to two personal leave days with pay in any one College fiscal year.
- 3. Personal days may not be used in lieu of vacation days, holidays, or other leave with pay. Any employee planning to use a personal leave day shall request permission in writing from his/her supervisor five (5) days in advance of the requested leave. Absence for religious reasons shall be considered a personal leave.
- 4. Personal leave may not be taken in a unit of less than one hour.

B. Sick Leave

- 1. An employee shall be allowed sick leave as limited below when he/she is unable to perform his/her work due to personal illness or injury.
- 2. Days available for sick leave with pay shall accrue to each full-time employee on the basis of one (1) day for each month of employment.

 Accrued days for sick leave not used in the College year (July 1 through June 30) shall accumulate and be available for use during subsequent College employment.

 Sick leave shall not be recognized in a unit of less than one hour.

- 3. A doctor's certificate may be required for approved sick leave, or to verify satisfactory recovery following sick leave.
- 4. An employee may utilize sick leave to be present during a period of medical care by a physician for the employee's spouse, child, parent, brother or sister, or corresponding in-laws. The College may require certification from a physician for approval of such absence.

C. Bereavement Leave

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

D. Military Leave

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

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

E. Jury Duty

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

F. Maternity Leave

- 1. Upon written request filed at least ninety (90) days in advance with the College Personnel Department, a pregnant employee shall be granted leave of absence for the period of anticipated maternity disability as set forth by such employee in the leave request, but such leave request shall not exceed a period of one hundred eighty (180) days. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
- 2. Such maternity leave of absence shall be without pay or fringe benefits, except for the use of accumulated sick leave, but such employee shall be eligible for all benefits associated with temporary disability including medical benefits.
- 3. A statement from the employee's physician certifying that the employee is physically able to return to duty shall be furnished to the College before an employee is permitted to return from maternity leave. The date of return may be adjusted in consideration of either medical evidence or administrative feasibility.
- 4. Except as provided above, no employee shall be barred from returning to employment after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
- 5. In the event the leave exceeds six (6) months, then the employee shall not qualify for a salary increment that year.
- 6. No employee shall be removed from her duties during pregnancy except upon one of the following:
 - a. The College has found her work performance has substantially declined from the time immediately prior to her pregnancy.

- b. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
- (1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
- (2) The College's physician and the employee's physician agree that she cannot continue working, or
- (3) Following any difference of medical opinion between the College's physician and the employee's physician, a physician selected jointly by the College and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the College.
 - c. Any other just cause.

G. Family Illness

Upon a request submitted to the Human Resources Department, through the employee's supervisor, up to four days leave with pay may be granted in each contract year to an employee in the event of hospitalization or post-hospitalization convalescence for an employee's spouse, child, parent, brother or sister, or corresponding in-laws. The College may require certification from a physician of hospitalization or post hospitalization for approval of such request. In the event of extenuating circumstances, consideration will be given by the College to an extension of such leave with or without pay in the sole discretion of the college.

H. Special Purpose Leave

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

ARTICLE XV

VACATION

A. Employees appointed to twelve month positions are eligible to earn vacation credits. Employees appointed to ten month positions are not eligible.

Vacation credit is earned for continuous service as follows:

<u>Service</u>

Each full month of continuous service.

Upon completion of five (5) years of continuous service.

Six (6) thru ten (10) years of continuous service.

Eleven (11) and above.

<u>Credits</u>

One day (7 hours for 35 hour positions; 8 hours for 40 hour positions) to a maximum of ten (10) in the fiscal year.

One-and-a-quarter days (1.25) to a maximum of fifteen (15) in the fiscal year.

One day for each additional year on the employee's anniversary date.

Two days per month to a maximum of twenty (20) in the fiscal year.

B. Computing Vacation Credits

- 1. If the date of employment is from the first thru the fifteenth day of any month, it shall be considered a full month of employment.
- If the date of employment is the sixteenth day or later of any month, it shall not be considered for the purpose of vacation eligibility.

C. Vacation Scheduling

- 1. New employees shall earn vacation leave during their probationary period (first six months of employment), but shall not be eligible to utilize accumulated vacation leave until after they have successfully completed their probationary period.
- 2. Vacations will, so far as practical, be granted at times most desired by employees. However, the final right to schedule vacation periods and to change such schedules is exclusively reserved to the College in order to insure its orderly operation.

ARTICLE XVI

HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day (5th Monday in May)
Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving
Christmas Day

- B. In order to be eligible for holiday pay, an employee must be on the active payroll of the College, and must have worked his/her regularly scheduled workday before and after the holiday, unless such absence is authorized by the College.
- C. Eligible employees who are required to work on a day observed as a College holiday will be compensated at the rate of one and one-half times their regular hourly rate for all hours actually worked in addition to their pay for the holiday.
- D. Ten-month employees are eligible for holiday pay for only those holidays falling within their actual work period.
- E. Employees are eligible for four floating holidays which may be scheduled with the approval of the supervisor so as not to affect necessary college operations. Employees not taking a floating holiday for reasons other than inability to have their supervisor approve a date, shall not be entitled to accumulate such day after June 30 of each fiscal year, nor to compensation for unused floating holidays on termination of employment. Probationary employees are not eligible for Floating Holidays. Upon completion of the probation period (6 months), each employee will be eligible for a prorated amount of the Floating Holidays for the remaining period of the contract year after the expiration of the probationary period.

ARTICLE XVII

COLLEGE RIGHTS AND RESPONSIBILITIES

- A. The College hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the College, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constituion and the Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the College of its rights, responsibilities and authority under National, State, County, or local laws.

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.
- B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of an employee from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.
- C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of the students of the College.
- D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues for the term of this Agreement. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XXI

PROTECTION OF EMPLOYEES

- A. The College shall provide legal assistance in connection with any assault upon any employee while acting in the discharge of his/her duties. Absences arising out of, or from such assault or injury will not be deducted from the employee's sick leave or personal leave for a period of up to a maximum of Workmen's Compensation.
- B. In the event criminal or civil proceedings are brought against an employee alleging that he/she has committed an assault in connection with his/her employment, such employee may request the College to furnish legal counsel to defend him/her in such proceeding. If the College does not provide such counsel and the employee prevails in the proceedings, the College shall reimburse the employee for reasonable counsel fees incurred by him/her in his/her own defense.

ARTICLE XXII

HEALTH AND PENSION

A. Health

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

B. Pension

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

ARTICLE XXIII

DISABILITY PLAN

Enrollment and Premium Payment

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

ARTICLE XXIV

TUITION WAIVER

A. Credit Courses

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

B. Noncredit Courses

The College shall waive tuition charges for employees covered by this agreement who have completed their probationary period or spouses who enroll for no more than four (4) noncredit courses per fiscal year, providing there are sufficient paid enrollments to justify offering the courses; and that the courses are not provided by an agency under contract to the College, in which case tuition can not be waived. Other fees and charges incidental to the courses shall be paid by the employee or spouse.

C. Scheduling

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

D. Probationary Employees

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

ARTICLE XXV

SALARY GUIDES

A. Grade Classification Schedule

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

B. Salary Guide

The salary guide for 35-hour employees and for 40-hour employees for the period July 1, 1990, through June 30, 1992, is attached to this contract in Exhibit C.

C. Salary Adjustments

1. Salary Adjustments Effective July 1, 1990

The new annual salaries for employees in the bargaining unit who were on the College payroll on the date this agreement was ratified by the Association shall be established effective July 1, 1990, except that if the adjustment results in a salary which exceeds the maximum for such grade, then the new annual salary shall be the maximum salary as set forth in the applicable salary guide.

Each employee who commenced employment at the College prior to July 1, 1989, and who was employed by the College on the date the Association ratified this agreement, shall have their 1989-90 contract year base salary increased by one thousand three hundred dollars (\$1,300), which increase shall be retroactive to July 1, 1990.

2. Each employee who commenced employment at the College after June 30, 1989, but before June 16, 1990, and who is still employed at the College on the date of the Association ratified this agreement, shall have a prorated portion of the one thousand three hundred dollar (\$1,300) increase for each day of service during the 12 month period ending June 30, 1990 added to their 1989-90 contracted base salary. Those who commenced employment after June 15, 1990, shall continue at their current salaries without increase through June 30, 1991.

D. Salary Adjustments Effective July 1, 1991

New annual salaries for employees in the bargaining unit shall be established effective July 1, 1991, except that if the adjustment results in a salary which exceeds the maximum for such grade, then the new annual salary shall be the maximum salary as set forth in the applicable salary guide.

Each employee who commenced employment at the College prior to July 1, 1990, shall have their 1990-91 contract year base salary increased by one thousand two hundred and fifty dollars (\$1,250).

Each employee who commences employment at the College after

June 30, 1990, but before June 16, 1991, shall have a prorated portion of the one
thousand two hundred and fifty dollar (\$1,250) increase for each day of service
during the 12 month period ending on June 30, 1991 added to their 1990-91
contracted base salary. Those who commenced employment after June 15, 1991,
shall continue at their current salaries without increase through June 30, 1992.

E. Adjustment to Guide Minimum

If, as a result of the salary adjustments specified in Section C or D of this Article, an employee's salary is below the minimum salary for his/her grade on the applicable salary guide, then the salary for such employee shall be adjusted and increased to the minimum salary applicable for such grade.

F. Promotional Increment

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

G. Service Bonus

1. Each employee who has completed, or will complete the years of service as indicated on the chart below between July 1, 1990 and June 30, 1992 shall receive the corresponding service bonus on the pay date immediately following the employee's anniversary date of employment. The service bonus payment shall be distributed in a separate check and will not be part of the contracted base salary.

Years of Service Completed	Service Bonus
Eight (8) years but less than	
twelve (12) years	\$250
Twelve (12) years but less than	
sixteen (16) years	\$300
Sixteen (16) years but less than	
twenty (20) years	\$450
Twenty (20) years or more	\$550

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

H. Payout of Accumulated Sick Leave

Any employee who is employed with the College continuously until the date of his/her eligibility for retirement benefits under the Public Employees Retirement System established by the State of New Jersey (or age 65 for any employee not in PERS), shall upon retirement, be entitled to receive from the College payment for fifty percent (50%) of unused sick days accumulated over the continuous period of employment immediately preceding retirement, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of retirement. Any employee whose employment is terminated for any reason (except unlawful acts), after completion of fifteen continuous years of employment with the College, but prior to eligibility for retirement under the Public Employees Retirement System of the State of New Jersey, shall upon such termination of employment be vested with twenty-five percent (25%) of unused sick leave accumulated during such continuous period of employment, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of termination of employment. Payment of the twenty-five percent (25%) accumulated unused sick leave shall be made in equal annual installments, without interest, over a period not to exceed five years, the first such installment to be paid thirty days after termination of employment. Each installment shall be in an amount not less than the equivalent of ten sick days or the remaining balance of the vested benefit. Under no circumstances shall the College's obligation under this paragraph exceed the sum of \$2,500 to one individual.

Shift Differential

- 1. If the majority of an employee's actual work hours within the employee's work day fall between 3 p.m. and 11 p.m., such employee shall be paid a shift differential at the rate of \$.65 per hour for such day. This differential rate shall increase by \$.10 beginning on July 1, 1991.
- 2. If the majority of an employee's actual work hours within the employee's work day fall between 11 p.m. and 7 a.m., such employee shall be paid a shift differential at the rate of \$.90 per hour for such day. This differential rate shall increase by \$.10 beginning on July 1, 1991.
- 3. Shift differential shall not extend to paid leave time or when the majority of the employee's actual work hours fall between 7 a.m. and 3 p.m.
- 4. Shift differential shall not be added to the employee's base salary.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1990, and shall continue in effect through June 30, 1992, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than August 1 nor later than September 1 of the year preceding the year in which the Agreement expires of a desire to change, modify or terminate this Agreement.

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

COUNTY COLLEGE OF MORRIS

CHAIRPERSON, BOARD OF TRUSTEES

October 22, 1990

COUNTY COLLEGE OF MORRIS STAFF ASSN.

PRESIDENT

October 22, 1990

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

A-35

MAIL CLERK SWITCHBOARD OPERATOR

B-35

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

C-35

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

D-35

ACCOUNT CLERK II
ASSOCIATE CORRESPONDENCE SECRETARY
MAINTENANCE SERVICES CLERK
SECRETARY I
SR. COMPOSITOR

E-35

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

F-35

ASSISTANT TV ENGINEER BUYER DIVISION SECRETARY TEXTBOOK COORDINATOR

G-35

AV TECHNICIAN CHIEF ACCOUNT CLERK TV ENGINEER

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

A-40

CUSTODIAN I DISPATCHER

B-40

CUSTODIAN II
EQUIPMENT COORDINATOR I
GROUNDSKEEPER I
MAINT. REPAIRMAN
SENIOR DISPATCHER
WAREHOUSE CLERK

C-40

BINDERY OPERATOR
CUSTODIAN III
EQUIPMENT COORDINATOR II
GROUNDSKEEPER II
OFFSET OPERATOR
SECURITY OFFICER
SR. WAREHOUSE CLERK
VAN DRIVER

D-40

EQUIPMENT COORDINATOR III
OFFSET SPECIALIST
SR. BOOKSTORE CLERK
SR. CUSTODIAN
SR. GROUNDSKEEPER

SR. SECURITY OFFICER

E-40

MAINT. MECHANIC SAFETY OFFICER SECURITY SERGEANT

F-40

SR. MAINT. MECHANIC

G-40

ELECTRICAL SPECIALIST HVAC SPECIALIST

EXHIBIT C
COUNTY COLLEGE OF MORRIS
SALARY GUIDE

	FY 90-91	FY 90-91	FY 91-92	FY 91-92
GRADE	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
A-35	\$12,609	\$20,577	\$13,859	\$21,827
B-35	\$13,480	\$21,710	\$14,730	\$22,960
C-35	\$14,176	\$23,330	\$15,426	\$24,580
D-35	\$14,872	\$24,463	\$16,122	\$25,713
E-35	\$15,567	\$25,760	\$16,817	\$27,010
F-35	\$17,830	\$28,513	\$19,080	\$29,763
G-35	\$20,090	\$31,753	\$21,340	\$33,003
	FY 90-91	FY 90-91	FY 91-92	FY 91-92
GRADE	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
A-40	\$14,172	\$22,844	\$15,422	\$24,094
B-40	\$15,916	\$25,274	\$17,166	\$26,524
C-40	\$16,786	\$26,894	\$18,036	\$28,144
D-40	\$17,654	\$28,677	\$18,904	\$29,927
E-40	\$18,699	\$30,133	\$19,949	\$31,383
F-40	\$20,437	\$32,563	\$21,687	\$33,813
G-40	\$22,179	\$34,994	\$23,429	\$36,244

EXHIBIT D

COUNTY COLLEGE OF MORRIS

STATEMENT OF GRIEVANCE OR APPEAL

FOR CCMSA UNIT PERSONNEL

TYPE GRIEVANCE:CO	NTRACTUAL _	NON-CONTRACTUAL	STATUTORY-REGULATORY		
DATE		DATE OF GRIEVANCE			
LEVEL II		<pre>GRIEVANT(s)</pre>	(Please Identify)		
LEVEL III		Individual			
ARBITRATION					
Statement of Grievance					
	_				
Reference Contract Pro	visions(s)				
	be called (
College Response(s)					
Level II					
Level III			-		

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