



**CONTRACT**

**Between**

**COUNTY COLLEGE OF MORRIS  
STAFF ASSOCIATION**

**and**

**COUNTY COLLEGE OF MORRIS**

THIS DOES NOT  
CIRCULATE

**July 1, 1977 to June 30, 1979**



PREAMBLE

THIS AGREEMENT entered into the 29th day of September, 1977,  
BETWEEN  
COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey;  
(hereinafter called the "College"); and  
COUNTY COLLEGE OF MORRIS STAFF ASSOCIATION; (hereinafter  
called the "Association").



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ARTICLE I

RECOGNITION

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

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

C. Excluded from coverage under this Agreement are all other employees of the College not included within this 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 of the time during which they will be involved in such activities.



ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the procedure set forth in this 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 the 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 the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and the grievance may continue within the time limit specified to the next step of the procedure.

B. Definition of Grievance

A grievance is a claim by an employee or the Association at the request and on behalf of an employee or group of employees based upon the interpretation, application, or violation of this Agreement.

C. Procedure

1. The time limits set forth in the procedure may be mutually extended in writing.

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

Article III continued:

3. Days as referred to in this Agreement shall be calendar days.

4. Any aggrieved person may be represented at all stages of the 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 the grievance procedure.

5. All conferences and hearings conducted under this 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.

D. Grievance Steps

1. Step One

Within thirty (30) days after the occurrence of a grievance the employee shall discuss the grievance informally with his/her immediate supervisor with the object of resolving the matter informally.

2. Step Two

If, within fifteen (15) days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he/she may formally submit to the Human Resources Administrator a "statement of grievance" on the form attached to this Agreement.

Article III continued:

Within fifteen (15) days after receiving the statement of grievance the Human Resources Administrator shall render a written report of the disposition of the grievance to the grievant.

3. Step Three

a. In the event the grievant is not satisfied with the disposition of the 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 form attached.

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

4. Step Four

Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance by the President, he/she may request in writing that the Association submit his/her grievance to binding arbitration. If the Association desires to submit the 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.

Article III continued:

b. The Association shall request a list of arbitrators from the American Arbitration Association and the matter shall proceed in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

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

E. 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, within thirty (30) days after the occurrence of the grievance submit a statement of grievance on the appropriate form to the Human Resources Administrator. Such group grievance shall be processed in the same manner provided for in Step Two. The report and disposition of the group grievance at the conclusion of Step Two shall be appealable in the same manner and subject to the same procedures as set forth in this Grievance Procedure.

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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 Dean of Administration or his designee in accordance with College policy.

D. The Association shall have the right, with the permission of the Dean of Administration or his designee to use College equipment on campus (typewriters, mimeographing machines, calculating machines and audio-visual equipment) at reasonable times, when such equipment is not otherwise required for College operations. 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. The Association

Article V continued:

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 the life of this Agreement.

F. The President and/or the President's designee(s) (but no more than two) shall annually have five (5) days or a total of ten days leave with pay for the purpose of conducting Association business. 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.

ARTICLE VI

WORK YEAR AND HOURS OF WORK

A. Ten Month Employees

1. Ten-month employees are those who are employed to work for the ten-month period of September through June.

2. Ten-month employees shall be entitled to all benefits as set forth in this Agreement with the following exceptions:

a. No vacation benefits.

b. Personal days not to exceed two (2) days in any fiscal year.

c. No paid holidays which occur during July and August.

d. No other benefits which would accrue solely as a result of employment during July and August.

B. Hours of Work

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



Article VI continued:

3. Coffee Break

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

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

C. Summer Hours

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

D. Personal Days - Twelve Month Employees

Twelve month employees shall be entitled to three (3) personal days per year.

Article VI continued:

E. 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.

F. 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. Employees shall be notified of their employment status and salary insofar as possible for the ensuing year no later than May 31.

B. Resignation

1. An employee who is resigning from his/her position shall give ten (10) work days 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. Failure by the employee to give proper notice, unless the parties agree to a shorter notice period, shall result in forfeiture of the earned vacation.

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 ( $1\frac{1}{2}$ ) 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 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. All overtime work must be approved in advance by the appropriate supervisor.

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) hour.

2. An employee called back after have completed his/her regularly scheduled work day and having left the premises shall receive a minimum of four (4) hours straight time pay or be required to work four (4) hours.

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

D. 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, shall be counted for purposes of computing overtime entitlement.

E. All overtime shall be assigned on a fair and equitable basis.

ARTICLE IX

EMPLOYEE EVALUATION AND PERSONNEL FILE

A. Employees shall be evaluated by their immediate supervisor at least one (1) time in each year.

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, no more frequently than annually, 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

A. The first full year 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 subject to the Grievance Procedure.

B. After completing a full-year of employment, an employee may be dismissed for just cause only and such dismissal shall be subject to the Grievance Procedure.

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

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

E. After three (3) months continuous employment probationary employees will be entitled to fringe benefits. Upon satisfactory completion of the probationary period, the employee will receive full credit for service from date of employment and will be eligible for certain benefits.

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 a 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 at the following addresses:

Article XII continued:

1. If by Association, to College at Center Grove Road.,  
Dover, N.J. 07801, attention of the Dean of Administration.

2. If by College, to Association at Box 274, Landing,  
N.J. 07850.

D. The College shall continue all existing insurance benefits  
which affects staff members.

E. 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 five (\$5.00) dollars.

F. 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 the following meal allowances: Breakfast - \$2.50;  
Dinner - \$5.00. 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.

G. 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 20 additional copies shall be provided to the Association.

H. Transporting Students

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

ARTICLE XIII

JOB OPENINGS, LAY OFFS AND SENIORITY

A. Open Staff Positions will be publicized in the Job Opportunity notice or similar publication at least five (5) days prior to the position being filled.

B. Employees who are laid off for economic reasons will be notified of Open Staff Positions within their job classification for a six (6) month period after such economic lay off. 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. Within five (5) days (excluding weekends and holidays) from receipt of such notice of recall, or return of the mail as being undelivered, the employee shall notify the Human Resources Administrator in writing, whether or not the employee desires to return to the work involved in the recall. Failure to reply or indication of no desire to return to such work forfeits all seniority and all rights to recall. An employee desiring to return, shall report for such work within fifteen (15) days from the date the recall notice was received or within such period of time set forth in a written extension of time designated by the Human Resources Administrator, or his designee. Failure to report to work shall forfeit all seniority and all rights to recall.

C. Employees who are laid off for economic reasons, will receive the Job Opportunity notice for a period of six (6) months for positions covered by this Agreement.

Article XIII continued:

D. The Association will be notified at least thirty (30) days prior to implementation of a lay-off for economic reasons. 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.

E. 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.

F. Seniority for purposes of recall is defined as service by an employee in any job classification.

G. For purposes of determining eligibility for fringe benefits, the employee's total length of service with the College shall be utilized.

H. In the event of an economic lay-off, the employees shall be laid off in the inverse order of seniority by job classification in the Department.

ARTICLE XIV

LEAVES OF ABSENCE

A. Personal Leave

Twelve (12) month employees may be granted three (3) personal leave days with pay in any one College fiscal year. An 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. Probationary employees shall not be entitled to personal leave days. Absence for religious reasons shall be considered a personal leave.

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 for less than one-half day.

3. A doctor's certificate may be required for approved sick leave, or to verify satisfactory recovery following sick leave.

Article XIV continued:

C. Bereavement Leave

Up to five (5) days at any one time may be granted upon request to an employee in the event of death of the employee's spouse, child, parent, father-in-law, mother-in-law, brother or sister. 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 may be granted one (1) annual leave to fulfill such duty with full pay provided the employee endorses to the College funds received for payment for such 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

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time up to six (6) months to a specific date following birth..

Article XIV continued:

1. Maternity leaves shall be granted subject to the following conditions:

a. An employee shall file with the Personnel Department a written request for such leave ninety (90) days prior to the commencement of such leave.

b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of the leave will be arranged, if possible, to coincide with departmental needs. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

d. A statement from a 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.

2. An employee's return date to employment shall be extended for a reasonable period of time upon written request in advance for reasons associated with pregnancy, birth, or other related cause. The date of return may be adjusted in consideration of both medical evidence and administrative feasibility.

ARTICLE XIV continued:

3. 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.

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

5. 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.



Article XIV continued:

G. Family Illness

Upon a request submitted to Personnel Department through his/her immediate supervisor, up to four (4) days leave with pay may be granted in each contract year to an employee in the event of serious illness of the employee's spouse, child, parent, father-in-law, mother-in-law, brother or sister. 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 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. For the purpose of computing vacation and establishing an employee's vacation anniversary date, the following will apply:

1. If the date of employment is from the 1st through the 15th day of any month, it shall be considered a full month of employment, and the 1st day of that month shall be designated as the "vacation anniversary date".

2. If the date of employment is from the 16th day, or later, of any month, it shall not be considered a full month of employment and the 1st day of the following month shall be designated as the "vacation anniversary date".

3. An employment year shall be considered the 12 months commencing with the vacation anniversary date.

B. Full time twelve months employees shall earn vacation days based on length of service as follows:

<u>Length of Service</u>	<u>Vacation per employment year</u>
After completion of:	
1 year or more, but less than 5 years	19 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years	20 days maximum per year
*Less than 1 year	1 day for each full month from vacation anniversary date, to a maximum of 10 days.

Article XV continued:

C. \*A new employee must satisfactorily complete the three-month probationary period and will then accrue vacation days from date of employment (vacation anniversary date). New employees must complete six months of employment before any vacation days can be taken.

D. Vacation days may be taken as earned, or collectively. However, vacation days shall not be cumulative from year to year. (beyond the vacation anniversary date).

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

ARTICLE XVI

HOLIDAYS

A. The following holidays will be observed by the College:

New Year's Day  
Washington's Birthday (3rd Monday in February)  
Good Friday  
Memorial Day (4th Monday in May)  
Independence Day  
Labor Day  
Columbus Day (2nd Monday in October)  
Veteran's Day (Nov. 11)  
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.

ARTICLE XVII

COLLEGE RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

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

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

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

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

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

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



ARTICLE XXI

PROTECTION OF EMPLOYEES

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

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

ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1977 and shall continue in effect through June 30, 1979 without any re-opening date. The 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.

ARTICLE XXIII

DISABILITY PLAN

The College will pay to Washington National Insurance Company the annual premium of \$70.20, or \$74.20 for those positions designated as high risk, for each employee within the bargaining unit who is on the payroll on July 1, 1977 and submits an enrollment card, and for each employee within the bargaining unit who is on the payroll on July 1, 1978 and submits an enrollment card. 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

SALARY GUIDES AND LONGEVITY

A. Salary guides for the period July 1, 1977 through June 30, 1978, and July 1, 1978 through June 30, 1979 are attached to this Contract as Exhibits A and B.

B. Salary Guide Adjustments effective July 1, 1977

(1) Guide Change

a. All employees of the College, except as modified below, will receive a salary adjustment of \$225 for the 1977-78 contract year which will be reflected by increasing all salary amounts on the 1976-77 Guide by \$225.

b. In any instance where an employee on July 1, 1977 was receiving a salary in excess of the 8th Step of the Salary Guide for his job classification, that employee's salary adjustment in 1 above will be reduced and limited to the difference between his 1976-77 salary and the new 8th Step on the 1977-78 Guide.

(2) Incremental Adjustments for 1977-78

a. Except as indicated in (2)b below, all employees who have been in the continuous employment of the College since January 1, 1977 shall receive, in addition to the above adjustment, the incremental

Article XXIV continued:

adjustment applicable to their job title on the 1976-77 Salary Guide and thereby move to the next step on the new Salary Guide.

- b. Eligible employees, who on June 30, 1977, are on Step 8 of the 1976-77 Salary Guide and who would, therefore, not be entitled to an incremental adjustment shall receive a salary adjustment equal to the incremental adjustment for their job title.
- C. Salary Guide Adjustments effective July 1, 1978

(1) Guide Change

All employees of the College will receive a salary adjustment of \$275 for the 1978-79 contract year which will be reflected by increasing all salary amounts on the 1977-78 Guide by \$275.

(2) Incremental Adjustments for 1978-79

a. Except as indicated in (2)b below, all employees who have been in the continuous employment of the College since January 1, 1978 shall receive, in addition to the above adjustment, the incremental adjustment applicable to their job title on the 1977-78 Salary Guide and thereby move to the next step on the new Salary Guide.

Article XXIV continued:

b. Eligible employees, who on June 30, 1978 are on the 8th Step or whose salaries exceed the 8th Step of the Salary Guide for 1977-78 and would, therefore, not be entitled to an incremental adjustment shall receive a salary adjustment for 1978-79 equal to one half the incremental adjustment for their job title.

D. Longevity Bonus

(1) Those employees who will complete eight or more years of continuous employment with the College during the 1977-78 contract year shall receive a one-time bonus payment equal to the applicable increment for their job title on the Salary Guide on the payday following their anniversary date.

(2) Those employees who during the 1978-79 contract year complete eight years of continuous employment with the College shall receive a one-time bonus payment equal to the applicable increment for their job title on the Salary Guide on the payday following their anniversary date.

E. Shift Differential

A shift differential for the 3 p.m. to 11 p.m. shift shall be payable at the rate of eight cents per hour whenever the employee is assigned to work any hours in that time period.

The existing shift differential of \$350. for the 11 p.m. to 7 a.m. shift shall be maintained and payable on an hourly basis to any employee assigned to work during those hours.

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

Attest Marion R. Moskie

By William P. Tigh  
William P. Tigh, Chairperson  
Board of Trustees

COUNTY COLLEGE OF MORRIS  
STAFF ASSOCIATION

Attest Sandra A. White

By Linda Smith  
Linda Smith, President

Inge Tiefau  
Inge Tiefau, Secretary

EXHIBIT A

STAFF TITLES ESTABLISHED AFTER JUNE 1975

Activities Clerk

Data Control Clerk

Dispatcher

Financial Aid Clerk

Health Services Clerk

Microfilm Clerk

Senior Mail Clerk

Senior Food Service Worker

Food Service Worker

Grill Attendant

Cook

Stock Delivery Clerk

Senior Safety Officer

Senior Composer





STATE OF NEW JERSEY  
PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the Matter of

County College of Morris

Public Employer

and

Internal Staff Employees Association of  
County College of Morris

Employee Organization

and

County College of Morris Staff Association

Employee Organization

DOCKET NO. RO-814, RO-823

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter 11 of the Commission's Rules and Regulations and Statement of Procedure, and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected, and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that County College of Morris Staff Association (affiliated with N.J.E.A.) has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: Clerk, Clerk-Typist, Senior Clerk Typist, Typist-Production, Stenographer, Departmental Secretary, Secretary I, Secretary II, Secretary III, Library Assistant, Senior Library Assistant, AV Technician, TV Engineer, Switchboard Operator, Senior Switchboard Operator, Account Clerk I, Account Clerk II, Account Clerk III, Buyer, Compositor, Offset Operator, Offset Specialist, Keypunch Operator, Senior Keypunch Operator, Computer Operator, Senior Computer Operator, Security Officer, Senior Security Officer, Custodian I, Custodian II, Custodian III, Senior Custodian, Maintenance Repairman I, Maintenance Repairman II, Maintenance Mechanic, HVAC Specialist, Electrical Specialist, (continued on attached)

DATED September 27, 1974

Trenton, New Jersey

JUC:rsw

*Jeffrey R. Tompkins*  
Executive Director

Included: (Continued) Groundskeeper I, Groundskeeper II, Senior Groundskeeper, Warehouseman/Driver, Records Coordinator, Receptionist, Equipment Coordinator I, Equipment Coordinator II, Mail Carrier, Bookstore Clerk, Supervisory Keypunch Operator, Security Sergeant, and Warehouse Supervisor employed by the County College of Morris.

Excluded: President, Deans, Associate Deans, Assistant Deans, Human Resources Administrator, all Clerical and Secretarial Support to any aforementioned, (including but not limited to Secretary to President and Executive Secretary), Faculty, Adjunct Faculty, Chairpersons, Faculty Coordinators, Administrative Personnel, Non-Academic Professional Personnel, Managerial and Supervisory Personnel, Programmers, Senior Programmers, Laboratory Assistants, Temporary Employees, Part-Time Employees, student employees and any other category of personnel not specifically identified and classified as staff.

Attachment:

In the Matter of  
County College of Morris

and

Internal Staff Employees Association  
of County College of Morris

Docket Nos. RO-814, RO-8

and

County College of Morris Staff Association  
(Affiliated with N.J.E.A.)

Service on the following:

✓ George Blessing, Personnel Director  
County College of Morris  
Center Grove Road  
Dover, New Jersey 07801  
(Certified-1)

Ms. Inga Tiefau  
County College of Morris  
Center Grove Road  
Dover, New Jersey 07801  
(Certified-2)

Mr. Langdon Norris  
116 Lakewood Drive  
Denville, New Jersey  
(Certified-3)

Paul J. McBride, NJEA Rep.  
N.J.E.A. Headquarters  
180 West State Street  
Trenton, New Jersey 08608

George Benson, Esquire  
P. O. Box 131  
Budd Lake, New Jersey



EXHIBIT B

COUNTY COLLEGE OF MORRIS  
STAFF SALARY GUIDE 1977 - 1978

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Food Service Worker	5,225	5,525	5,825	6,125	6,425	6,725	7,025	7,325
Clerk-Typist Library Assistant Mail Clerk Bookstore Clerk Switchboard Operator	5,615	5,915	6,215	6,515	6,815	7,115	7,415	7,715
Production Typist Grill Attendant Custodian I Dispatcher	5,815	6,115	6,415	6,715	7,015	7,315	7,615	7,915
Keypunch Operator Account Clerk I Data Control Clerk	5,915	6,215	6,515	6,815	7,115	7,415	7,715	8,015
Library Assistant, Sr. Clerk-Typist, Sr. Invoice Clerk Compositor Activities Clerk Health Services Clerk Sr. Food service worker Microfilm Clerk Sr. Mail Clerk	6,115	6,415	6,715	7,015	7,315	7,615	7,915	8,215
Assoc. Correspondence Secretary Departmental Secretary Secretary I Financial Aid Clerk Custodian II Keypunch Operator, Sr. Account Clerk II	6,415	6,765	7,115	7,465	7,815	8,165	8,515	8,865
Records Coordinator Chief Switchboard Operator	6,615	6,965	7,315	7,665	8,015	8,365	8,715	9,065

STAFF SALARY GUIDE 1977 - 1978

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Sr. Composer Offset Operator	6,815	7,165	7,515	7,865	8,215	8,565	8,915	9,265
Secretary II Account Clerk III Warehouse Clerk Correspondence Secretary	6,915	7,265	7,615	7,965	8,315	8,665	9,015	9,365
Buyer Keypunch Oper., Supervisory Custodian III Maintenance Repairman Equipment Coordinator I Groundskeeper	7,115	7,515	7,915	8,315	8,715	9,115	9,515	9,915
Secretary III Security Officer	7,415	7,815	8,215	8,615	9,015	9,415	9,815	10,215
Sr. Warehouse Clerk	7,615	8,015	8,415	8,815	9,215	9,615	10,015	10,415
Sr. Custodian	7,815	8,215	8,615	9,015	9,415	9,815	10,215	10,615
Sr. Security Officer	7,915	8,340	8,765	9,190	9,615	10,040	10,465	10,890
AV Technician Asst. TV Engineer Sr. Safety Officer Offset Specialist Sr. Groundskeeper Equipment Coordinator II	8,115	8,540	8,965	9,390	9,815	10,240	10,665	11,090
Security Sergeant	8,415	8,865	9,315	9,765	10,215	10,665	11,115	11,565
Maintenance Mechanic	8,615	9,065	9,515	9,965	10,415	10,865	11,315	11,765
TV Engineer Sr. Maintenance Mechanic	9,115	9,615	10,115	10,615	11,115	11,615	12,115	12,615
HVAC Specialist Electrical Specialist	10,615	11,190	11,765	12,340	12,915	13,490	14,065	14,640

EXHIBIT C

COUNTY COLLEGE OF MORRIS  
STAFF SALARY GUIDE 1978 - 1979

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Food Service Worker	5,500	5,800	6,100	6,400	6,700	7,000	7,300	7,600
Clerk-Typist Library Assistant Mail Clerk Bookstore Clerk Switchboard Operator	5,890	6,190	6,490	6,790	7,090	7,390	7,690	7,990
Production Typist Grill Attendant Custodian I Dispatcher	6,090	6,390	6,690	6,990	7,290	7,590	7,890	8,190
Keypunch Operator Account Clerk I Data Control Clerk	6,190	6,490	6,790	7,090	7,390	7,690	7,990	8,290
Library Assistant, Sr. Clerk-Typist, Sr. Invoice Clerk Compositor Activities Clerk Health Services Clerk Sr. Food Service Worker Microfilm Clerk Sr. Mail Clerk	6,390	6,690	6,990	7,290	7,590	7,890	8,190	8,490
Assoc. Correspondence Secretary Departmental Secretary Secretary I Financial Aid Clerk Custodian II Keypunch Operator, Sr. Account Clerk II	6,690	7,040	7,390	7,740	8,090	8,440	8,790	9,140
Records Coordinator Chief Switchboard Operator	6,890	7,240	7,590	7,940	8,290	8,640	8,990	9,340

## EXHIBIT C

## STAFF SALARY GUIDE 1978 - 1979

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Sr. Compositor Offset Operator	7,090	7,440	7,790	8,140	8,490	8,840	9,190	9,540
Secretary II Account Clerk III Warehouse Clerk Correspondence Secretary	7,190	7,540	7,890	8,240	8,590	8,940	9,290	9,640
Buyer Custodian III Maintenance Repairman Equipment Coordinator I Groundskeeper	7,390	7,790	8,190	8,590	8,990	9,390	9,790	10,190
Secretary III Security Officer	7,690	8,090	8,490	8,890	9,290	9,690	10,090	10,490
Sr. Warehouse Clerk	7,890	8,290	8,690	9,090	9,490	9,890	10,290	10,690
Sr. Custodian	8,090	8,490	8,890	9,290	9,690	10,090	10,490	10,890
Sr. Security Officer	8,190	8,615	9,040	9,465	9,890	10,315	10,740	11,165
AV Technician Asst. TV Engineer Sr. Safety Officer Offset Specialist Sr. Groundskeeper Equipment Coordinator II	8,390	8,815	9,240	9,665	10,090	10,515	10,940	11,365
Security Sergeant	8,690	9,140	9,590	10,040	10,490	10,940	11,390	11,840
Maintenance Mechanic	8,890	9,340	9,790	10,240	10,690	11,140	11,590	12,040
TV Engineer Sr. Maintenance Mechanic	9,390	9,890	10,390	10,890	11,390	11,890	12,390	12,890
HVAC Specialist Electrical Specialist	10,890	11,465	12,040	12,615	13,190	13,765	14,340	14,915



EXHIBIT D

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

DATE \_\_\_\_\_ DATE OF GRIEVANCE \_\_\_\_\_  
LEVEL II \_\_\_\_\_ GRIEVANT(s) (Please Identify)  
LEVEL III \_\_\_\_\_ Individual \_\_\_\_\_  
ARBITRATION \_\_\_\_\_ Group \_\_\_\_\_

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

Reference Contract Provision(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

College Response(s)  
Level I \_\_\_\_\_  
\_\_\_\_\_

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

