

2-0163

01-00

THIS BOOK DOES  
NOT CIRCULATE

LIBRARY  
Institute of Management and  
Labor Relations

JUL 26 1976

RUTGERS UNIVERSITY

A G R E E M E N T

between

THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE

and

THE SUPPORTIVE STAFF ASSOCIATION OF ATLANTIC COMMUNITY COLLEGE

1976-1977

1977-1978

*See inside*

TABLE OF CONTENTS

		<u>PAGE NO.</u>
ARTICLE I	<u>RECOGNITION</u>	1-2
	A. Unit	1
	B. Definition of Employee	1
	C. Subsequent Classifications	1
ARTICLE II	<u>NEGOTIATION OF SUCCESSOR AGREEMENT</u>	2
	A. Deadline Date	2
	B. Bargaining During Work Hours	2
	C. Modification	2
ARTICLE III	<u>GRIEVANCE PROCEDURE</u>	3-5
	A. Definition of a Grievance	3
	B. Informal Level	3
	C. Procedure	3-5
ARTICLE IV	<u>MANAGEMENT RIGHTS</u>	6
ARTICLE V	<u>EMPLOYEE RIGHTS AND PRIVILEGES</u>	6-7
	A. Right to Organize	6
	B. Additional Rights	6-7
	C. Just Cause	7
	D. Notice and Representation	7
ARTICLE VI	<u>ASSOCIATION RIGHTS</u>	7-9
ARTICLE VII	<u>CONDITIONS OF EMPLOYMENT</u>	9-10
	A. Work Week	9
	B. Summer Work Hours	9
	C. Holidays	9
	D. Overtime	9-10
	E. Compensatory Time	10
	F. Paid Vacations	10
ARTICLE VIII	<u>EMPLOYMENT PROCEDURES</u>	10-11
	A. Placement on Salary Guide	10
	B. Resignation	11
	C. Notification of Salary	11
	D. Other Assigned Duties	11
ARTICLE IX	<u>PROMOTIONS, DEMOTIONS, AND SENIORITY</u>	11-12
ARTICLE X	<u>TRANSFERS</u>	12-13
ARTICLE XI	<u>RECLASSIFICATION</u>	13
ARTICLE XII	<u>JOB OPPORTUNITIES</u>	13-14
	A. Notice of Job Openings	13-14
	B. Posting of Notice	14
	C. Selection of Applicant	14
	D. Notification of Appointment	14

ARTICLE XIII	<u>EMPLOYEE EVALUATION</u>	14-15
	A. Frequency	14-15
	B. Copies of Evaluation	15
ARTICLE XIV	<u>ASSOCIATION-ADMINISTRATION JOINT COMMITTEE</u>	15
ARTICLE XV	<u>LEAVE OF ABSENCE (WITH PAY)</u>	16
	A. Sick Leave	16
	B. Personal	16
	C. Bereavement Pay	16
ARTICLE XVI	<u>LEAVE OF ABSENCE (WITHOUT PAY)</u>	16-17
	A. Description	16-17
	B. Maternity	17
ARTICLE XVII	<u>EDUCATIONAL BENEFITS</u>	17-18
ARTICLE XVIII	<u>INSURANCE PROTECTION</u>	18
	A. Health Insurance	18
ARTICLE XIX	<u>DEDUCTION FROM SALARY</u>	19
	A. Association Payroll Dues Deduction	19
ARTICLE XX	<u>MISCELLANEOUS</u>	19-20
	A. Savings Clause	19-20
	B. Separability	20
	C. Compliance Between Individual Contract and Master Agreement	20
	D. Copies of Agreement	20
ARTICLE XXI	<u>DURATION OF AGREEMENT</u>	21
APPENDIX I	SIDEBAR MEMORANDUM AGREEMENT	
APPENDIX II	PERSONAL LEAVE REQUEST FORM	
APPENDIX III	EMPLOYEE PERFORMANCE RATING FORM	
APPENDIX IV	SALARY GUIDE 1976-1977	
APPENDIX V	SALARY GUIDE 1977-1978	

PREAMBLE

This Agreement entered into this July 1, 1976, by and between the Board of Trustees of Atlantic Community College hereinafter referred to as the "Board" and the Supportive Staff Association of Atlantic Community College, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Supportive Staff Association of Atlantic Community College as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regular full-time and regularly employed (twenty (20) hours per week minimum) part-time secretarial, clerical and technical employees whether assigned to a salary range, on leave, on a Per Diem basis, employed or to be employed by the Board, all of which collectively are designated as the Bargaining Unit, but excluding:

1. Administrative Assistant to the President
2. Administrative Assistant to the Dean of Administration
3. Administrative Secretary to the Director of Personnel Services
4. Administrative Assistant, Office of Community Services
5. Administrative Assistant, Educational Opportunity Fund Office

B. Definition of Employee

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

C. Subsequent Classifications

The College shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be

included or excluded from the bargaining unit, subject to the Association's right to submit any "recommendations" concerning the placement of such classification.

- D. The Board agrees not to negotiate with any member in the bargaining unit individually or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Deadline Date

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

#### B. Bargaining During Work Hours

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

#### C. Modification

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

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition of a Grievance

A grievance is a claim by one or more members of the bargaining unit or by the Association, hereinafter collectively referred to as a "grievant," that such member or members have suffered an injury because of an alleged violation, misrepresentation or misapplication of any revision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education.

#### B. Informal Level

An employee with a potential grievance is entitled at his/her option, to a meeting with the person against whom the grievance may be taken, for the purpose of resolving the matter informally.

#### C. Procedure

In the event a grievant invokes the formal grievance procedure, the grievant shall:

1. Reduce the grievance to writing in letter form no later than fifteen (15) working days after the occurrence of the grievance or after the grievant should reasonably have known of the occurrence and mail or deliver such letter to the Director of Personnel Services, with a copy to the Association. The letter shall simply state the nature of the grievance and the remedy requested, and shall be dated and signed by the grievant.
2. Within seven (7) working days from the receipt of the said written letter the Director of Personnel Services shall meet with the grievant in an effort to resolve the grievance. The Director of Personnel Services shall indicate the respective disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant, with a copy to the Association.

3. If the grievant continues to feel dissatisfaction with the written disposition of the grievance, this employee may appeal to the President within seven (7) working days from the receipt of said written disposition.
4. The President of the College or his/her designee shall, within ten (10) working days from the receipt of such written appeal, meet with the grievant and the Association and shall discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President or his/her designee shall indicate the disposition of the grievance in writing within seven (7) working days after the last meeting with the grievant along with a copy to the Association.
5. If the Association is not satisfied with the disposition of the grievance by the President or his/her designee, it must submit the matter to arbitration, with a copy to the President, within thirty (30) calendar days from the receipt of the disposition of the grievance by the President. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rule shall likewise govern the arbitration proceeding. Both parties agree that the arbitration shall be binding upon the terms of this Agreement and advisory on all other matters.
6. The fees and expenses of the arbitrator shall be shared equally by the College and the Association.
7. The number of days indicated in each level shall be considered maximum and every effort should be made to expedite the process, particularly toward the end of the fiscal year. However, the time limits can be extended by mutual consent.

8. All documents, communications and records dealing with the grievance shall not become a part of the permanent personnel files of the participants.
9. Nothing herein contained shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial to which any grievant may be entitled under law.
10. A failure on the part of any member of the administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.
11. Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself, and/or (at his/her option) 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 at all stages of the grievance procedure.
12. No reprisals of any kind shall be taken by the Board or the Association or by any representative member of the administration or by any representative member of the Association contrary to the welfare/interests of the grievant, and/or the grievant's representative(s). This same immunity from reprisals/retaliatory actions/punitive measures shall be guaranteed to all others connected with both the Association, the administration, and the Board of Trustees as well as participatory witnesses concerned with the respective grievance at hand.
13. All meetings and hearings under this procedure shall not be conducted in public and shall include such parties of interest and their designated or selected representatives heretofore referred to in this Article.
14. At any time during the processing of the grievance, the President of the College or his/her designee may intervene in order to discuss and determine the nature of the grievance without the necessity of the appeals.



## ARTICLE IV

### MANAGEMENT RIGHTS

The Board retains to itself all rights, responsibilities and authority conferred by law and those commonly associated with its level of direction and control. Nothing in this Agreement, except as specified, referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decisive action to the extent that such actions are not in contravention of the law.

## ARTICLE V

### EMPLOYEE RIGHTS AND PRIVILEGES

#### A. Right to Organize

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee covered under this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly appointed body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association.

#### B. Additional Rights

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be guaranteed under New Jersey School Laws or

other applicable laws and regulations. The rights herein granted to employees shall be deemed to be in addition to those provided elsewhere.

C. Just Cause

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein defined and set forth as a matter of contractual stipulation.

D. Notice and Representation

Whenever any employee is required to appear before the Director of Personnel Services and/or the President concerning any matter which could adversely affect the continuation of that employee's position status, overall employment, or the salary and all related increments, then the respective employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to serve as either an advisor and/or spokesperson for the employee during said meeting or interview. Any suspension of an employee pending a disposition of charges shall be without pay. However, should the employee be vindicated the loss of pay will be recoverable.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates as long as they are not an inconvenience to students and other employees.

ARTICLE VI

ASSOCIATION RIGHTS

A. The Board agrees to furnish the Association in response to reasonable request from time to time all available information concerning the financial resources of the College, including but not limited to: annual financial

reports and audits; a directory of all personnel in the Unit and all changes which may arise; budgetary requirements and allocations; agendas; minutes of all Board meetings; and any and all other information of a pertinent nature which will assist the Association in developing intelligent, accurate, and constructive proposals for the purpose of negotiations which may be necessary for the Association to process any recommendation(s), grievance(s) or complaint(s).

- B. Representatives of the Association and their affiliating agent shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.
- C. The Association and its representatives shall have the right to use College facilities at all reasonable hours for meetings. The College shall be notified in advance of the time and place for all such meetings.
- D. The Association shall have the right to use College equipment at reasonable times upon request to the appropriate College official. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- E. A bulletin board in a location designated by the College for official Association purposes shall be provided in the main campus building, Richard Somers Hall.
- F. The Association shall have the right to use the inter-college mail facilities and inter-college telephone system as it deems necessary. The Association will accept the responsibility for all long-distance calls made in the Association's name.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as

the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

## ARTICLE VII

### CONDITIONS OF EMPLOYMENT

#### A. Work Week

The work day shall consist of seven (7) hours excluding thirty (30) minutes lunch period for employees working a thirty-five (35) hour week. The normal work week will be from Monday thru Friday for thirty-five (35) hours, seven (7) hours a day.

#### B. Summer Work Hours

The summer schedule begins the first full week in June to Labor Day. The work day shall consist of six and one-half (6½) hours excluding thirty (30) minutes lunch period for employees working a thirty-two and one-half (32½) hour week, six and one-half (6½) hours a day. The normal work week will be from Monday to Friday for 32½ hours, 6½ hours a day.

#### C. Holidays

Each employee shall be entitled to the following paid holidays:

New Year's Day	• January 1st
President's Day	3rd Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	4th Monday in October
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
General Election Day	1st Tuesday in November

#### D. Overtime

1. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular work hours.
2. All overtime will start at the first half hour above the normal working week (35 hours). This will be remunerated at the rate of 1½ times the

hourly salary. Exceptions to this rule will be Sunday and holidays.

Then the rate would be two (2) times the hourly rate.

E. Compensatory Time

It will be mutually decided between the employee and his supervisor and approved by the Director of Personnel Services as to when such compensatory time shall be granted. The maximum amount of compensatory time permitted in any one (1) contract year is limited to thirty-five (35) hours. Requests for the use of compensatory time that is accrued, must be in writing and approved by the Director of Personnel Services.

F. Paid Vacations

The paid vacation schedule will accrue as follows:

1. Secretarial, Clerical, and Technical:

<u>Years of Service</u>	<u>Vacation Days Per Year</u>
One (1) thru Four (4)	12 days
Five (5) thru Nine (9)	20 days
Ten (10) plus	20 days

2. Administrative Assistants:

<u>Years of Service</u>	<u>Vacation Days Per Year</u>
One (1) thru Four (4)	15 days
Five (5) thru Nine (9)	20 days
Ten (10) plus	24 days

Unused vacations can accumulate, but not exceed two (2) times the annual credited leave.

ARTICLE VIII

EMPLOYMENT PROCEDURES

A. Placement on Salary Guide

Any individual newly employed prior to February 1, 1976 shall be given full credit for one (1) year of service toward the next increment step for the annual term of the contract as covered in the 1976-1978 Agreement.

B. Resignation

1. An employee who is resigning from a position shall give the normal two weeks' notice. The Board may give any resigning employee two weeks' pay and dismiss said employee immediately upon receipt of notice of resignation.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract years.

C. Notification of Salary

Employees shall be notified of their salary status for the ensuing year no later than May 31 or as soon as can possibly be provided.

D. Other Assigned Duties

Should an employee be assigned duties outside the scope of his/her regular job then fair and equitable compensation shall be paid by the Board.

ARTICLE IX

PROMOTIONS, DEMOTIONS, AND SENIORITY

- A. A promotion is the advancement from a job classification in one salary grade to another position in a higher salary grade. Conversely, a demotion indicates a change to a lesser rank and/or lower salary level. Twenty-four (24) months of service shall be considered a minimum requirement for a promotion.
- B. New or revised positions will have been described, evaluated, and appropriately authorized by the Board of Trustees and/or management of the College through the Division of Personnel/Administrative Services prior to any employee being transferred or promoted to the position.
- C. When promoted an employee will be on a trial basis, not to exceed three (3) months time after promotion. This is in order to recommend, according to the judgment of the responsible Supervisor and/or Director of Personnel Services, the employee for a permanent promotional salary based upon and

commensurate with his/her proven qualifications, or to remand the employee to his/her former position, or one that is similar in nature.

1. The employee shall be fully informed of the conditions and salary of the promotional opportunity.
2. The employee's performance shall be reviewed at the end of the trial period and if satisfactory the salary shall be adjusted within the two year period of time covered by this Agreement to the appropriate experience level in the new job classification. If the performance is unsatisfactory, the employee shall be reinstated to the position previously held, if possible, or one of a similar nature.
3. The salary adjustment at the end of the trial period is not applied retroactively.

D. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Director of Personnel Services reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification, or of the date on which the employee was formally notified.

E. Seniority is defined as an employee's total length of service with the College, beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged or retires. Where ability to perform work is equal to or better, the person with the most seniority will be given preference when the Board of Trustees finds it necessary to lay off employees or to recall laid off employees.

## ARTICLE X

### TRANSFERS

A. A transfer is any change from one position to another within the same

salary grade or a change from a position in one department or division to a position of equal value in another department or division of the college.

- B. When transferred, an employee normally shall not receive an adjustment in salary. However, an employee's service on related positions from which transferred shall be considered for purposes of determining possible merit increases.

Where justified, such a merit increase may be coincidental with the transfer (see attached Sidebar Memorandum Agreement, where applicable, Appendix I).

- C. An employee shall not be transferred to a new or revised position until the position has been described, evaluated and authorized by the Board of Trustees and/or appropriate management authorities.

## ARTICLE XI

### RECLASSIFICATION

- A. When, due to a substantial change in position content, a position appears to merit reclassification, it shall be re-described and re-evaluated and then assigned to the proper position classification according to management prerogative after having been introduced for discussion with the Association-Administration Joint Committee as established under Article XIV.
- B. If, as a result of re-evaluation, a position is changed to a higher or lower salary level/grade rate changes of incumbents may be treated as promotions or demotions as the case may be.

## ARTICLE XII

### JOB OPPORTUNITIES

- A. Notice of Job Openings

Notice of all job openings within the negotiating unit shall be posted, if there are plans to fill the opening, within ten (10) days of receipt of



a letter of resignation or action vacating a position or creating a new position within the negotiating unit.

B. Posting of Notice

The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the Director of Personnel Services within the aforementioned ten (10) working days posting period to be considered for the vacancy. The notice shall state the name of the job classification, qualifications, job description, and shall be posted on the appropriate staff bulletin board with a copy sent to the President of the Association.

C. Selection of Applicant

Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference over new hires. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

D. Notification of Appointment

The Association President shall be notified of all appointments within the Organization.

ARTICLE XIII

EMPLOYEE EVALUATION

A. Frequency

1. Employees shall be evaluated by their immediate supervisors at least one (1) time in each work year, using the Employee Performance Report (attached herein) and made a part hereof; and, by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies, and extending assistance for their correction.

(see Appendix III)

2. In the case of new employees, the immediate supervisor completes an Employee Performance Report at the end of the ninety (90) day probationary period for submission to the Director of Personnel Services.

B. Copies of Evaluation

An employee shall be given a copy of the Employee Performance Report prepared by his supervisor at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

#### ARTICLE XIV

##### ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

There shall be a joint committee of four (4) individuals established, with membership drawn from the Association and Administration in equal numbers. This committee shall meet during the regular work day not less than once every three (3) months for the purpose of reviewing mutual problems and personnel problems. Should it become necessary for a meeting to be postponed to any other time, said meeting may be arranged by mutual agreement. The party calling the meeting shall provide, to the other party at least one (1) week in advance of the meeting, a written agenda of matters to be discussed. The Chairperson of the committee shall alternate annually between the members designated by the Administration and the members designated by the Association. Minutes shall be kept and copies supplied to all members of the committee. Recommendations suggested by the committee shall be made to the Director of Personnel Services in writing. The committee shall have the power to establish its own rules of procedure. The committee shall have the right to request the presence of individuals with prior agreement.

ARTICLE XV

LEAVE OF ABSENCE (WITH PAY)

A. Sick Leave

Sick leave entitlement and its application shall continue as presently practiced by the College.

B. Personal

For each year of employment service, a maximum of five (5) days of personal leave may be granted for personal needs which cannot be satisfied outside of normal working hours. Such leave is not accruable but must be used in minimal one-half day (3 1/2 hours) or full-day (7 hours) segments within the employment service year during which time is earned. At least 48 hours advance written notice must be given of such a request by the employee to his supervisor and filed immediately with the Director of Personnel Services except in case of an emergency and the applicant for such leave shall be required to state the reason for taking such leave. (see Appendix II)

C. Bereavement Pay

An employee shall be entitled to two (2) days leave with pay upon the death of a member of his immediate family. Immediate family shall be defined to include spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, and parents or grandparents of spouse.

ARTICLE XVI

LEAVE OF ABSENCE (WITHOUT PAY)

- A. Upon proper written application the Board may grant leaves of absence not to exceed one calendar year, without pay, to members of the Association. The employee must state in writing the purpose of such leave. To the extent permitted by law, any employee granted such full time leave shall retain all insurance and other benefits and shall continue to maintain service time for salary increment purposes as though being in regular

service. The employee shall be permitted to pay individual (personal) contributions to all existing plans requiring such contributions and the College shall then pay their regular contribution to such plan(s) requiring such contributions, provided these contributions are not contrary to law.

B. Maternity

The Board shall grant maternity leave without pay to any female staff member upon request subject to the following stipulations and limitations:

1. Providing the staff member can submit a doctor's certificate that such member is physically able to perform her duties, maternity leave shall commence on the date requested by the staff member.
2. Any staff member granted maternity leave without pay according to the provisions of this section may at her discretion elect to utilize accumulated sick leave to the degree as certified by her doctor that she was sick during such periods of maternity leave. Employee may exercise her discretion in requesting the application of accumulated sick leave if a postpartum syndrome occurs.
3. Providing the staff member submits upon demand a doctor's certificate testifying as to her ability to return and perform duties, the staff member shall be placed on an active employment list.
4. Upon return from such leave, a staff member shall be placed on the same salary level which she would have attained had she been actively employed at the College during this period.

ARTICLE XVII

EDUCATIONAL BENEFITS

The educational benefits for non-instructional employees are as follows:

- A. All full-time, non-instructional employees shall be permitted to take instruction at no tuition charge at Atlantic Community College.

- B. Courses need not be related to the employee's current work, but admission standards, where applicable, must be met for all courses or disciplines for which the employee applies.
- C. Cost of books, lab fees, etc., must be undertaken by the employee.
- D. Spouses and dependent children of all full-time, non-instructional staff of the College may attend College courses without payment of tuition and fees; provided, however, that all said family members shall be subject to the same rules and regulations as the regular student body of the College. Dependent children shall be interpreted as the term is defined by the Internal Revenue Code of the United States.
- E. Requests for tuition waiver are approved by the Director of Personnel Services.
- F. Upon presenting their identification card, staff members can take advantage of many other College facilities and activities, i.e. library books, student activities, etc.
- G. Employees are limited to six (6) hours per semester while spouses and dependent children may be full-time students if they so desire. Employees may only schedule courses after "normal" working hours.
- H. Part-time employees shall receive this benefit on a pro-rated basis.

#### ARTICLE XVIII

#### INSURANCE PROTECTION

##### A. Health Insurance

Participation in the New Jersey State Health Benefits Plan shall be non-contributory, the College assuming the entire cost, with coverage of dependents, including children up to age twenty-three (23). This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage.

ARTICLE XIX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees for SSAACC, the New Jersey Education Association dues or any one of the combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and under rules established by the Department of Higher Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by SSAACC by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Each of the associations named above, once such monies have been dispersed to such associations, shall save harmless the College from any claims arising from any misapplication of such monies.

ARTICLE XX

MISCELLANEOUS

A. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be

so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Copies of Agreement

Sufficient copies of this Agreement shall be reproduced by the Board and distributed to the Association President.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1976, and shall continue in effect until June 30, 1978, unless the Association and the Board mutually agree in writing to an extension of its duration.

FOR THE BOARD:

FOR THE ORGANIZATION:

\_\_\_\_\_  
Chairman, Board of Trustees

\_\_\_\_\_  
President, Supportive Staff  
Association of Atlantic  
Community College

\_\_\_\_\_  
Secretary, Board of Trustees

\_\_\_\_\_  
Secretary, Supportive Staff  
Association of Atlantic  
Community College

\_\_\_\_\_  
Date of Ratification



APPENDIX I

SIDEBAR MEMORANDUM AGREEMENT

Merit Increases

Prefatory Statement

It is herein jointly stipulated and agreed by the Board of Trustees of Atlantic Community College that for the two year period (1976-1978) covered by the contract herein named, management will join forces with the Association to arrange for a pilot effort wherein merit increases will be applied after appropriate training seminars have been concluded for all personnel concerned. The definition and application of the merit increases guidelines are as follows:

A. Definition

A merit increase is an in-grade/level adjustment in salary granted for increased proficiency and/or changes in position content which are not sufficient to warrant reclassification.

B. A merit increase shall be initiated by the Supervisor/Department Head and is subject to review and approval of the Division Head as per management prerogative.

C. Merit adjustments within a salary grade/level normally shall not be less than the increment on the appropriate salary guide.

D. The "position's worth" represents the normal average salary of fully qualified employees whose performance is considered entirely satisfactory on a given position. A new or promoted employee may be granted merit increases as his/her demonstrated proficiency indicates. Each succeeding salary adjustment within the guide should be considered in the light of increasingly higher standards of performance.

E. Each employee's performance shall be reviewed using the official employee merit evaluation form for possible adjustment within the guide at the end of each fiscal budget year. (form attached to this Appendix)

Appendix I (continued)

F. Merit increases to an employee shall be granted not more than once in each calendar (school) year with the following exceptions:

1. A salary adjustment to or toward the base salary of the range is not a merit increase and does not eliminate the right to the regular annual review.
2. A salary adjustment made under the provisions for probationary increases is not a merit increase and does not eliminate the right to the regular annual review.
3. An individual salary adjustment made consistent with a general college-wide wage/salary adjustment shall not be considered a merit increase.

ATLANTIC COMMUNITY COLLEGE

DEPARTMENT OF PERSONNEL SERVICES

EMPLOYEE MERIT EVALUATION FORM

EMPLOYEE NAME \_\_\_\_\_ POSITION HELD \_\_\_\_\_

PURPOSE OF THIS EMPLOYEE MERIT EVALUATION:

For evaluation inventory measurement of the employee's strengths and weaknesses; and, to outline a workable improvement program when deemed necessary. This merit evaluation will provide a periodic record of the employee's work-related development and progress.

INSTRUCTIONS:

Listed below are a number of traits, abilities, and characteristics that are important for success in the employee's work endeavors. The supervisor, and/or division/department head (as warranted) should place an "X" mark on each rating scale, over the descriptive phrase which most nearly describes the employee being rated. Carefully scrutinize and evaluate each of the qualities separately.

As there is a human tendency to interject relative degrees of subjective thinking, it is recommended that you, as the evaluator, should be aware of the psychological tendency to rate nearly everyone as "average" on every trait instead of being more selective/critical in formulating the necessary judgment. Thus, the rater should consciously use the ends of the scale, as well as the middle, for a meaningful overall perspective when shared with the employee. Another item to consider is avoidance of the "Halo Effect," e.g., a tendency to rate the same employee as either "excellent" on every trait or "poor" on every trait based on the overall picture one has of the person being evaluated. It is suggested that each employee has strong and weak points and these should be indicated with equal emphasis on the rating scale below.

ATTENDANCE (the measure of faithfulness in an employee's arriving to work on time and conforming consistently to work hours as required)

Absent without a good and/or reasonable excuse; frequently reports late to work

Lax attitude concerning attendance; reports late for work on occasion

Usually present; usually on time with rare exceptions

Prompt; attends work without fail

Consistently "on-time" and "present;" usually volunteers for overtime when necessary

Additional comment, if any \_\_\_\_\_

QUANTITY OF WORK (the amount of daily work accomplished by an employee in a consistent fashion)

Fails to meet minimum requirements

Does just enough to "almost get-by"

Volume of work done is regularly accomplished

Industrious; completes more than basic assigned work

Sets efficiency and productivity records with consistency

Additional comment, if any \_\_\_\_\_

PHYSICAL FITNESS (the ability to work efficiently and productively with a minimum amount of fatigue...consider physical alertness and overall energy)

Tires easily; tends to display frail, weakened condition

Frequently slows down; lacks "vim and vigor," oftentimes

Demonstrates physical alertness; usually meets energy requirements of the job without urging

Energetic; rarely tires

Never fatigued; excellent health with related job performance

Additional comment, if any

HOUSEKEEPING (the degree of cleanliness and orderliness maintained by the employee in the assigned work area)

Disorganized, slovenly, or generally untidy

Tendency towards carelessness and disheveled work quarters

Keeps area fairly neat and clean

Conscientious about maintaining very orderly and clean surroundings

Fastidiously maintains work area; housekeeping perfection is accomplished

Additional comment, if any

FRIENDLINESS (exhibits spontaneous warmth, concern, and sociability toward fellow workers, supervisor, persons involved in daily work encounters)

Very distant and aloof

Approachable; friendly once known by others

Empathetic, friendly, sociable

Out-going; overtly involved in building whole-some work relationships

Exercises exemplary effort in establishing good will and reinforcing office rapport

Additional comment, if any \_\_\_\_\_

DRIVE/MOTIVATION (desire to focus upon and to attain goals; dedication to achieving progress)

Poorly defined or general absence of goals and purpose; invests little effort

Sets goals at low plateau; exerts minimal effort to do work

Tends to set some goals and to show effort on occasion

Strives hard; demonstrates initiative in achieving many goals

Incessantly is a self-starter; radiates a determination to achieve and succeeds

Additional comment, if any \_\_\_\_\_

TEMPERAMENT (the employee's day-to-day flexibility in coping suitably with the job and the surrounding milieu)

Excessive irritability; unsatisfactorily attempts to blend with a variety of personalities

Questionable, moody "reactions" instead of "responses" to daily job demands

Usually controls temper and does a satisfactory job despite personal, work-related "hang-ups"

Amenable to the pace of a busy and productive work atmosphere; takes a positive approach usually

Flexible under all circumstances; never "loses cool;" works overtly and subtly for pleasant, productive interaction with all on the job

Additional comment, if any

QUALITY OF WORK (ability to set and achieve work standards in the performance of each job responsibility)

Low, sub-standard job results

Expects more than he/she is willing to personally invest

Sets average standards and performs accordingly

Tends to create better than average job results

Performs with perfection as a goal and with dynamic results as a product of his/her efforts

Additional comment, if any

COURTESY (a pattern of polite attention paid by the employee to other people on-the-job)

Blunt; rude; antagonistic

Tactless less than agreeable

Pleasant but overly reserved

Very polite and willing to offer help as needed

Inspiring to others by exhibiting a courteous and very pleasant demeanor

Additional comment, if any \_\_\_\_\_

PERSONAL APPEARANCE (includes factors such as cleanliness, grooming, neatness, and appropriate work attire)

Very untidy; poor personal hygiene habits

Careless about personal appearance, on occasion

Usually neat and clean; acceptable personal grooming

Careful about personal appearance; dresses in appropriate and businesslike fashion

Very well-groomed; exceptionally neat; fastidious about overall appearance

Additional comment, if any \_\_\_\_\_



JOB KNOWLEDGE (individual's possession of information required for the satisfactory performance of the job)

- Fails to properly complete work assignments
- Lacks knowledge of some work aspects
- Can properly answer work-related questions
- Understands most phases of work assigned
- Has complete mastery of all job responsibilities

Additional comment, if any \_\_\_\_\_

STABILITY (ability to perform duties under pressure and to remain calm in crisis situations)

- Loses self-control; exhibits nervous reaction under pressure
- Easily irritated; occasionally loses control
- Tolerates crises; usually remains calm
- Functions well under pressure
- Thrives under pressure. Enjoys solving crisis situations

Additional comment, if any \_\_\_\_\_

CREATIVITY (possessing the talent for thinking-up new ideas, and for finding better and more efficient ways to accomplish work assignments)

- Rarely has a new idea; lacks imagination
- Occasionally thinks of an idea that has merit
- Has average imagination and a good number of workable ideas
- Frequently suggests new ways to accomplish assignments; is very imaginative
- Continually seeks new and better ways to do work; is extremely imaginative

Additional comment, if any \_\_\_\_\_

ACCURACY (the degree of correctness of work responsibilities performed)

- Makes frequent errors
  - Careless; makes recurrent errors
  - Usually accurate; makes only an average number of mistakes
  - Requires little supervision; is exact and precise most of the time
  - Requires absolute minimum of supervision; is almost always accurate

Additional comment, if any \_\_\_\_\_

ALERTNESS (the ability to understand instructions, to meet changing conditions, and to solve unique or problem situations.)

- Slow to "Catch on"
  - Requires more than average instructions and explanations
  - Grasps instructions with average ability
  - Usually quick to understand and learn
  - Exceptionally keen and alert

Additional comment, if any \_\_\_\_\_

DEPENDABILITY (the ability to perform required responsibilities well, and with a minimum of supervision)

- Requires constant supervision, is not reliable
  - Requires prompting with close checking for results
  - Completes required work with average investment of time
  - Reliable, requires minimal supervision
  - Functions autonomously with minimal error factor

Additional comment, if any \_\_\_\_\_

OVERALL EVALUATION (in comparison with other employees with the same responsibilities and length of service)



Definitely unsatisfactory

Substandard with some potential to make progress

Doing a passable job, but with room to improve in several areas

Above average with the ingredients to achieve superior results

Outstanding - an across-the-board asset to college; potential promotion candidate

Additional comment if any \_\_\_\_\_

COMMENTS: (SUMMARY)

MAJOR WEAK POINTS ARE -

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

and these can be strengthened by doing the following: \_\_\_\_\_

\_\_\_\_\_

MAJOR STRONG POINTS ARE -

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

and these can be used more effectively by doing the following: \_\_\_\_\_

\_\_\_\_\_

RATED BY \_\_\_\_\_ (Title)  
Supervisor/Department Head

A copy of this EMPLOYEE MERIT EVALUATION PLAN FORM has been given to me and has been discussed with me.

\_\_\_\_\_  
(Employee's Signature) \_\_\_\_\_ (Date)

REVIEWED BY \_\_\_\_\_ (Title)  
Division Head/Dean

RECOMMENDATION BASED ON REVIEW: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX II

Personal Leave Request Form

A sample Personal Leave Request Form is shown below. This form may be obtained from the Office of Personnel Services.

ATLANTIC COMMUNITY COLLEGE if possible . . .

PERSONAL LEAVE REQUEST FORM (48 hr. prior notice is necessary)

<input type="checkbox"/> Religious Observances	<input type="checkbox"/> Legal	<input type="checkbox"/> Bereavement (where applicable)
<input type="checkbox"/> Doctor or Dental Appointment	<input type="checkbox"/> Birth	<input type="checkbox"/> Educational
<input type="checkbox"/> Special Emergency (During Working Hours)		<input type="checkbox"/> Marriage

\_\_\_\_\_ Date Supervisor, Division Chairperson, or Dean's Authorization

A maximum of five (5) days each year shall be granted with pay to cover the above named categories. \*The reason for this specific request is:  
 \*ONLY UTILIZE THE SPACE BELOW IF FURTHER EXPLANATION IS NECESSARY.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPROVED  NOT APPROVED

\_\_\_\_\_ Date Dean of Administration/Director of Personnel

## APPENDIX III

### Employee Performance Rating Form

The attached Employee Performance Rating Form is designed to involve both the supervisor and the employee in the evaluation of the employee's job performance. This form should be completed (pages 1 through 6) by the employee ("\*" denotes the response of the employee) first, then the supervisor ("x" denotes the response of the supervisor) rates the employee (pages 1 through 7). The joint responses given for the essay questions on page 6 should be distinguished by the ("\*" or "x") symbols.

If there is more than one person involved in evaluating the employee's performance, the rater is the person who evaluates the employee's performance and the reviewer is the person who discusses the form with the employee and completes the bottom of page 7.

The completed and signed evaluation form should be returned to the Office of Personnel Services with a copy being given to the employee.

\* EMPLOYEE'S RESPONSE

ATLANTIC COMMUNITY COLLEGE

DEPARTMENT OF PERSONNEL SERVICES

EMPLOYEE PERFORMANCE RATING FORM

NAME: \_\_\_\_\_ DATE OF RATING: \_\_\_\_\_

JOB CLASSIFICATION: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

JOB KNOWLEDGE HOW WELL DOES THIS EMPLOYEE UNDERSTAND THE REQUIREMENTS OF JOB TO WHICH ASSIGNED:

Thoroughly understands all aspects of job	More than adequate knowledge of job	Has basic concepts to do job	Insufficient knowledge of some phases of job	Needs constant instruction
---	-------------------------------------	------------------------------	--	----------------------------

QUALITY OF WORK HOW ACCURATE, NEAT, AND COMPLETE IS THE EMPLOYEE'S WORK:

Consistently neat, accurate, and thorough	Careful worker, seldom needing correction	Work completed usually is acceptable	Occasionally careless - requires checking	Inaccurate and careless
---	---	--------------------------------------	---	-------------------------

COOPERATION

DOES THIS EMPLOYEE WORK HARMONIOUSLY AND EFFECTIVELY WITH CO-WORKERS AND PUBLIC:

Exceptionally willing and successful as a team worker

Usually tactful and offers to assist others

Gets along adequately without problems

Cooperation must be solicited and seldom volunteers

Tends to be a troublemaker

RESPONSIBILITY

HOW DOES THIS EMPLOYEE ACCEPT AND CARRY-OUT ALL OF THE RESPONSIBILITIES OF THE JOB:

Fully accepts and efficiently completes job assignments - copes masterfully with emergencies

Conscientiously tries and usually succeeds in accomplishing job requirements

Accepts but does not seek job responsibilities

Does some assigned tasks reluctantly

Indifferent - avoids job responsibilities whenever possible

INITIATIVE

HOW WELL DOES THIS EMPLOYEE BEGIN AN ASSIGNMENT WITHOUT DIRECTION AND RECOGNIZE THE BEST WAY OF DOING IT:

Self-starter - makes practical suggestions

Proceeds on assignments voluntarily and readily accepts suggestions

Does routine work without prompting

Relies on others: needs help getting started

Must always be told exactly what to do



QUANTITY OF WORK

HOW MUCH SATISFACTORY WORK IS CONSISTENTLY TURNED OUT BY THIS EMPLOYEE:

Maintains high and precise out-put of work

Usually does more than expected

Sufficient amounts of work are usually provided

Inclined to be slow, sometimes incomplete

Inadequate turn-out of work with imperfect results

DEPENDABILITY

HOW FAITHFUL IS THIS EMPLOYEE IN REPORTING TO WORK AND STAYING ON THE JOB:

Places college's interests ahead of personal convenience

Punctual and does not waste time

Generally on the job as needed

Sometimes needs to be admonished

Chronic abuse of working schedule

"CAN DO"  
FACTORS

Appearance and manner	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Needs improvement
Availability to assist when needed	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"
Educational preparedness as needed	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"
Ability to learn and to solve problems	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"
Health, energy, physical condition	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"
Knowledge of college's functions	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"
Experience in specific job role	<input type="checkbox"/>	Pass	<input type="checkbox"/>	"

"WILL DO"  
FACTORS

CHARACTER TRAITS (Basic Habits)

STABILITY: maintaining interest in work	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	Needs improvement
INDUSTRY: willingness to work	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
PERSEVERANCE: Finishing job started	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
ABILITY to serve with flexibility as required	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
LOYALTY to College's aims and purposes	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
SELF-RELIANCE to make successful decisions	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
LEADERSHIP to function autonomously as needed	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "

MOTIVATION

BASIC INITIATIVE (Drive, Vigor, Stamina)	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	Needs improvement
NEED TO SERVE JOB DEMANDS	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
NEED FOR ATTAINING EXCELLENCE	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "
NEED TO EXPLORE AND INVESTIGATE	<input type="checkbox"/> / <input type="checkbox"/> Pass / <input type="checkbox"/> / <input type="checkbox"/>	" "

DEGREE OF EMOTIONAL MATURITY

FREEDOM FROM DEPENDENCE	<input type="checkbox"/>	Pass	<input type="checkbox"/>	Needs improvement
REGARD FOR CONSEQUENCES	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "
CAPACITY FOR SELF-DISCIPLINE	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "
FREEDOM FROM DESTRUCTIVE TENDENCIES	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "
FREEDOM FROM "SHOW-OFF" TENDENCIES	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "
FREEDOM FROM WISHFUL THINKING	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "
FREEDOM FROM IRRESPONSIBLE TENDENCIES	<input type="checkbox"/>	Pass	<input type="checkbox"/>	" "

STRONG POINTS  
OF EMPLOYEE  
IN PRESENT  
POSITION

EMPLOYEE'S  
WEAK POINTS  
ON-THE-JOB

OVERALL RATING

RECOMMENDATION  
TO EMPLOYEE

NAME OF RATER

TITLE

NAME OF REVIEWER

TITLE

employee's signature \_\_\_\_\_

title \_\_\_\_\_

date reviewed \_\_\_\_\_

7

QUESTIONS TO BE ANSWERED AT TIME OF PERFORMANCE EVALUATION RATING

1. How long has employee worked on present position? \_\_\_\_\_
2. How long has employee worked under your supervision? \_\_\_\_\_
3. How many employees (if any) does this employee supervise? \_\_\_\_\_
4. Does this employee's present position place the individual in a line of endeavor best suited to the person's temperament?  
 Yes  No  Other Explain \_\_\_\_\_
5. If not, what type of work should this employee be doing? \_\_\_\_\_

QUESTIONS TO BE ANSWERED AFTER DISCUSSION OF THE PERFORMANCE EVALUATION RATING WITH EMPLOYEE

1. Does the employee completely understand job duties and responsibilities in the College?  
\_\_\_\_\_
2. What were the employee's reactions to the results of the rating?  
\_\_\_\_\_  
\_\_\_\_\_
3. What corrective measures have been or will be taken to improve the employee's performance?  
\_\_\_\_\_  
\_\_\_\_\_



