



**PASSAIC COUNTY COMMUNITY COLLEGE**

**July 1, 1995 - June 30, 1998**

***Supportive Staff Association Agreement***



**PREAMBLE**

This Agreement, entered into this 19th day of June, 1995 by and between the Board of Trustees of the Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board" and the Passaic County Community College Supportive Staff Association, hereinafter called the "Association".

**WITNESS**

Whereas, the Board has an obligation pursuant to Chapter 3093, Public Laws of 1968, as amended by Chapter 123, to negotiate with the Supportive Staff Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:



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ARTICLE I

BARGAINING UNIT

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full-time Supportive Staff personnel presently employed or hereafter employed by the Board in the following classifications, titles, and/or positions only:

Accounts Payable Clerk I  
Accounts Payable Clerk II  
Accounts Receivable Clerk  
Audio Visual Technician I  
Audio Visual Technician II  
Bilingual Secretary  
Cashier  
Clerk Typist  
College Services Asst.  
Computer Operator I  
Copy Center Clerk  
Custodian I\*  
Custodian II\*  
Data Entry Clerk  
Financial Aid Technician  
Laboratory Asst.  
Lead Custodian\*  
Lead Security Officer  
Lead Maintenance Person  
Library Clerk I  
Library Clerk II  
Mail/Central Stores Clerk  
Maintenance Person\*  
Medical Secretary  
Natural Science Lab. Tech.  
Operator of Academic Data Processing Laboratory  
Payroll Clerk  
Printer  
Purchasing Clerk  
Records Clerk I  
Records Clerk II

Secretary I  
Secretary II  
Security Officer  
Senior Accounts Payable Clerk  
Senior Accounts Receivable Clerk  
Senior Audio Visual Technician I  
Senior Audio Visual Technician II  
Senior Library Clerk I  
Senior Library Clerk II  
Staff Asst. - Data Processing  
Staff Asst. - E.S.L.  
Staff Asst. - Educational Services  
Staff Asst. - E.O.F.  
Staff Asst. - Financial Aid  
Staff Asst. - L.R.C.  
Staff Asst. - Registrar's Office  
Telecommunications Operator I  
Telecommunications Operator II  
Typesetter  
Word Processing Lab. Technician  
\*Titles unique to Physical Plant Dept.

For all positions created hereafter, the Association shall have the right to discuss placement of any new positions in the Recognition section of the Agreement. The Association has the right to appeal inclusion or exclusion of a new job title in this agreement to the Public Employment Relations Commission (PERC).

- B. The term "Board" shall mean the Board of Trustees of Passaic County Community College, Passaic County, State of New Jersey or its duly designated agent(s).
- C. The term "negotiating unit" used in the Agreement shall mean the bargaining unit as described in Article I, Paragraph (A).
- D. The term "Association" as used in the Agreement shall mean the Supportive Staff Association of the Passaic County Community



College.

- E. The term "College" as used in the Agreement shall mean Passaic County Community College of Passaic County, State of New Jersey or its duly designated agent(s).
- F. The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as the sole and exclusive bargaining representative for the employees in the negotiating unit.
- G. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.
- H. The College agrees not to negotiate terms and conditions of employment with any members in the bargaining unit individually or with any organization or group within the bargaining unit other than the Association.
- I. If the College reinstates any position listed on Appendix A of this Agreement during the life of this Agreement, that position will automatically become part of the Supportive Staff unit. Further, the minimum salary for the reinstated position shall be negotiated and agreed upon by the parties

and become a part of this Agreement.

- J. It is expressly understood and agreed by the parties to this Agreement that bargaining unit members shall not be replaced in their unit position by employees of the College who are non-unit members during the life of this Agreement.

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ARTICLE II

UNDERSTANDING RELATIVE TO THIS DOCUMENT

- A. The College agrees that it shall not, during the period of this Agreement, effect changes concerning the terms and conditions of employment inconsistent with Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974, except those that are negotiated and included as a part of this agreement as amendments. Any such naturally accepted amendments thus negotiated by the parties shall be reduced to writing and executed by both parties and shall become part of this agreement.
- B. The College agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Supportive Staff employees now employed or to be employed by the College during the duration of this Agreement. Reproduction costs shall be shared as follows: The Association agrees to type and reproduce copies for the Supportive Staff Association, and the Administration. The College will provide the equipment and materials for such reproduction. The Association shall pay one half of the actual out-of-pocket costs of reproduction to the College. The Association shall be responsible for distributing copies and for this purpose shall have access to the College's internal mail system. The Association members assigned to

perform the above tasks will be allowed to do so during normal work hours.

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ARTICLE III

NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974. Such negotiation shall commence no later than October 15 of the date preceding the expiration of this agreement, unless otherwise agreed in writing by both parties. Any agreement so negotiated shall apply to all employees within the negotiating unit.
- B. Whenever any representative of the Association is requested by the College to participate during working hours in negotiating, grievance proceedings, conferences or meetings which are related to the Association matters, he/she shall suffer no loss in pay, nor shall the College be expected to compensate the employee in any way for the time spent in carrying out such responsibilities, nor shall he/she receive extra compensation therefore.
- C. Neither the College nor the Association shall have or exercise control over the selection of the negotiation representatives of the other party, and it is mutually agreed that representatives shall have all necessary authority to make proposals and counterproposals during negotiations.

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ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes that the Board of Trustees has the responsibility and the authority to manage and direct on behalf of the public and itself, all the operations and activities of the College to the full extent authorized by law. The Board of Trustees retains and reserves unto itself all rights, powers and duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.
  
- B. All such rights, powers, authority and prerogatives of management, possessed by the Board of Trustees are retained subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974 and except as they are specifically abridged or modified by this Agreement.
  
- C. The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, governing the conduct and activities of employees and which are not inconsistent with the expressed provisions of this Agreement.
  
- D. It is expressly understood by and between the parties to this Agreement that by not exercising the rights hereby states and

reserved, or by exercising them in a particular way, after discussion with the Association, the Board shall not be deemed to have waived any of the rights specifically given to the Board under this Article.

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## ARTICLE V

### ASSOCIATION RIGHTS/RESPONSIBILITIES

- A. The Association shall enjoy such rights and responsibilities and privileges as are accorded by the Agreement.
  
- B. The College agrees that each eligible employee of the College may on his/her own volition have the right to join and support the Association for the purpose of negotiating salary, wages and other conditions of employment. Further, he/she may take part in any Association or affiliate's activity for his and the Association's mutual aid without recrimination. It is further agreed that no employee will be discriminated against by reason of his/her membership in the Association or its affiliates therein.
  
- C. Members of the Association shall be permitted to transact official Association business without harassment or discrimination on College property when such transactions in no way interfere with College business or their scheduled working hours. Such activities shall not interfere with the instructional program. The Association will notify its members that they should contact Association officers only during non-working hours, except in an emergency.
  
- D. The Association shall supply at its own cost, or be billed by the College for all materials, stationery and other supplies



and services required for use in carrying on the administrative, financial, or operational functions of the Association. The Association shall have available for its use all services of the College Print Shop. Such services shall be provided after normal working hours.

- E. Upon notification by the Association and with the prior approval of the President or his designee, the Association's duly authorized representatives may be permitted use of the College's facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
  
- F. A bulletin board in a location designated by the President of the College for official Association purposes shall be provided in the building. The Employer agrees to allow the Union to post a bulletin board location(s) agreed to by the parties, all notices of union meetings and other bona fide union correspondence having reference to employees covered under this Agreement. The College reserves the right to remove posting of an inflammatory or offensive nature.
  
- G. The College agrees to provide, if available, a room to be used as a first aid station. In the absence of an available room, each area will be furnished with a first aid kit for use by employees.

H. The Board agrees to discuss decisions to subcontract work whenever it becomes apparent that a layoff will result and the proposed subcontracting is based solely on fiscal considerations. The ultimate decision to subcontract work shall be borne by the College and is not subject to the grievance provisions of this agreement.

I. An employee may not be disciplined or dismissed except for just cause.

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ARTICLE VI  
HOURS OF WORK

- A. Normal hours for employees currently employed or to be employed, shall be 7 hours each day, 5 days per week, exclusive of lunch periods, to a total of a 35 hour week. Physical Plant employees will be required to work eight hours each day, 5 days per week, exclusive of lunch periods, to a total of a 40 hour week. However, it is understood and mutually agreed that operating needs of a department shall govern the scheduling of shifts and hours. Any permanent change in working hours will not be made without written notification to the individual employee involved and the Association. Notification will be submitted two (2) weeks in advance of the proposed schedule change. The Association has the right to request conferral within one week regarding the change. The least senior will be affected by the change first -- where there are insufficient volunteers for the shift change. (This principle will apply to scheduling and shift changes.)
- B. It is required that employees be told in writing when hired, that Saturday or Sunday may be part of the regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday or both, his schedule shall be arranged to afford him two consecutive days off during the week.

C. When determining work hours the concept of split shifts shall be avoided.

D. Should an employee be called in to work outside of his regularly scheduled shift, he shall be guaranteed a minimum of three hours of overtime pay from portal to portal.

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ARTICLE VII

SALARY

A. The College has established the minimum and maximum salary of all supportive staff titles covered by the Agreement. Such minimum and maximum salary schedule is attached as Appendix "B."

B. During the life of this Agreement, the Supportive Staff members employed prior to July 1, 1992 will not be "Red Circled" or prohibited from exceeding salary maximum, per Appendix B.

C. Effective July 1 of each year, 1995, 1996, 1997 of this agreement, each non-probationary employee covered by the Agreement, on the payroll and actively employed on that date, shall receive the following wage increase:

For July 1, 1995	4.0%	January 1, 1996	2.0%
For July 1, 1996	4.0%	January 1, 1997	2.0%
For July 1, 1997	4.0%	January 1, 1998	2.0%

This increase will be added to the June 30 base pay rate of each employee of each respective year.

E. Each Supportive Staff employee who enters the sixth (6th), eleventh (11th), sixteenth (16th), and twenty-first (21st) year of employment with the College shall receive a longevity

increase to their then current base salary of four percent (4%). Longevity increases shall be payable upon the anniversary date of employment.

- F. Effective July 1, 1989, individual unit members may receive an Individual Recognition Award in any one year of this Agreement. The President may recommend to the Board of Trustees Individual Recognition Awards one year without restriction as to the number or amount. The granting of such Individual Recognition Awards shall be at the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this agreement.
  
- G. A list of current salaries for each year of the Agreement shall be prepared by the College. One copy shall be submitted to the Association by December 15 and another shall be retained in the College's Finance Department.
  
- H. Effective July 1, 1989, employees working a majority of hours between 3:00 p.m. and midnight shall receive an additional .20 per hour. Employees working a majority of hours between midnight and 9:00 a.m. shall receive an additional .25 per hour. The amounts to be paid are non-cumulative and are to be added to the employees base pay for regular daytime hours of work.
  
- I. Upon the signing of this agreement, all unit members employed

as of July 1, 1995 will receive a one time payment of \$250. This payment will be excluded from the members' annual base salary.

ARTICLE VIII

OVERTIME

- A. 1. Work in excess of (7) hours a day or thirty-five (35) hours per week may be requested of an employee. Work in excess of eight hours a day or forty hours per week may be requested of Physical Plant employees.
2. Overtime will be distributed, whenever possible, on an equitable basis, utilizing seniority within a department provided the employee is qualified to perform the necessary work.
3. Employees shall be given 48 hours notice of overtime to be worked wherever possible. However, the College may require overtime with less than 48 hours notice. Overtime shall be offered to qualified employees on a rotating seniority basis. Employees are encouraged to work overtime as requested. If the employee refuses overtime it shall be offered to the next qualified employee on the seniority rotation list. If all the employees refuse overtime, the employees whose turn was originally scheduled according to the seniority rotation list shall be required to work. Repeated refusal to work overtime, where sufficient notice has been given, may result in disciplinary action. The College shall solely



determine who is qualified to perform the overtime work.

4. Authorized overtime will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of the employee for more than forty hours for Physical Plan employees and at the rate of one and one-half (1 1/2) times the regular hourly rate for all other unit members for more than thirty-five (35) hours. Work must be in excess of one-quarter hour to be counted as overtime.
- B. Employees shall receive compensation at double time and a half (2 1/2 times the regular hourly rate) for working on Sundays where authorized, and when Sunday is not a part of their regular work week. (See example in Article XII, Section B.)
- C. In the event the College closes for emergency purposes and employees are required to work, they shall receive compensation at twice their regular hourly rate. Incorporated within the premium rate of double time is the employee's regular per diem rate. It is understood that cancellation of classes is not equivalent to the closing of the College.

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ARTICLE IX

FILLING VACANT POSITIONS-PROMOTIONS

- A. All new or vacant positions to be filled by the College shall be posted in each major facility of the College on the Association Bulletin Board and any other area deemed desirable by the appropriate Dean. In addition, a copy of the job posting announcement shall be sent to the President of the Association.
- B. The notice shall be posted internally and advertised externally simultaneously. The posting shall include job title, salary, job classification, full-time or part time status, permanent or temporary status and the number of hours in the normal work week required.
1. The College will post all staff recognized unit positions at a salary level equal to or greater than the minimum salary indicated in Appendix B. Given past work experience, educational background, and present market conditions, a candidate may be hired at the minimum salary level or higher at the discretion of the College.
- C. In filling vacancies, the College will wait ten (10) days after the vacancy has been posted prior to filling the position. First consideration shall be given to those members

of the unit who shall apply for said positions. All internal applicants shall be notified in writing as to the decision of the College.

- D. Where the posted position is offered to a current employee of the College and where that employee is earning above the offered salary, said employee shall suffer no salary cut-back, except by consent.
- E. In all cases, the final decision as to filling such new or vacant positions shall rest with the College and its decision shall be final and binding and not subject to review. However, any violation of the procedures of this article may be grieved under the grievance and arbitration provisions of this agreement.
- F. If a current employee is selected for a new or vacant position as defined in (G) below, the employee shall receive a minimum of \$500.00 increase in current base salary effective upon the assumption of duties of the higher level position.
- G. A promotion shall be defined as a bargaining unit position whose minimum salary level exceeds the minimum salary level of the position currently held by the unit member.
- H. The College recognizes the importance of staff development for

the purpose of career success and promotion. First consideration will be given to current staff who apply for promotion vacancies, and appropriate explanation will be provided to those staff who are not selected for promotion. The probationary period will be waived if any employee has served in the position in an acting capacity for six (6) months or more.

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ARTICLE X

PROBATIONARY PERIOD

- A. All newly hired employees of the College who are covered by this Agreement, whether or not previously employed by the College, shall be subject to a probationary period and deemed probationary employees for ninety (90) calendar days, commencing with the first day of their employment. Upon successful completion of the probationary period, the employee's seniority will be measured from the date of most recent hire and on the 91st day the employee is eligible for all contractual benefits.
  
- B. Days lost from work because of sickness or accident during the aforementioned probationary period, shall not be considered in computing such period. Notwithstanding any other provision of this Agreement, the College may at any time during the probationary period, without notice, layoff, terminate or suspend such employees. Such action shall be solely within the discretion of the College and shall not be subject to review.
  
- C. Probationary employees shall be entitled to use accrued sick leave, holidays, and other closings, as provided under the Agreement. Probationary employees shall begin to accrue

vacation, and personal leave during the probationary period, but shall not be entitled to take such days until they have completed their probation.

- D. Supportive Staff employees who are promoted to higher level positions, shall complete a ninety (90) day probation in their new position. Employees, whose probationary performance is unsatisfactory, may be returned to their former position with a loss of their probation salary increase.

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ARTICLE XI

SEPARATION

- A. Separation is caused by resignation, termination for just cause, lay-off, or death of a unit member.
  
- B. Resignation: When a Supportive Staff member voluntarily ends his/her employment with the College.
  - 1. A Support Staff member who resigns from his/her position shall give two (2) weeks written notice to both the appropriate Dean and the Personnel Department. Failure to give the required notice in writing shall cause the employee to have deducted from his/her final paycheck one day of earned accrued vacation pay for each day the notice of resignation is late.
  
- C. Termination for Just Cause: Administrative decision rendered by the President to separate an employee due to unsatisfactory job performance, serious misconduct or as a result of the commission of a serious crime. If an employee is terminated for just cause, he/she shall be paid for all earned accrued vacation time.
  - 1. Before any termination for reasons of poor or unsatisfactory job performance, the employee will be

given written notice of such deficiency, prior to the termination, and at least three (3) weeks to improve. The written notice shall be given either by the employee's immediate supervisor or by the appropriate Dean. This documentation shall be placed in the employee's personnel file with an opportunity for the employee to respond to such written notification.

2. The College shall have no obligation to give prior notice of termination, when termination is for serious misconduct or as a result of the commission of a serious crime.

D. Lay-off: An administrative decision, which is not related to job performance, to separate a supportive staff member from the College.

1. When a lay-off becomes necessary, the College will comply with the procedures outlined in Article XXXI.
2. Supportive Staff members who are laid-off shall receive at least one month notice of a lay-off. In the event the Board gives late notice, the Supportive Staff member shall receive two week's pay in the form of separation pay.



3. Supportive Staff members who are laid off shall receive payment for one-half (1/2) of their accumulated sick leave to a maximum of twenty (20) days, at a rate equal to the members' then current per diem.
- E. In the event of death of a supportive staff member, the supportive staff member's estate shall receive payment for all unused vacation time, as outlined in Section F below, and payment for one-half (1/2) of his/her accumulated unused sick leave time to a maximum of sixty (60) days. Payment shall be at the individual's per diem rate of pay upon the date of death.
- F. Supportive Staff members who are separated from the College in any of the above stated reasons shall be paid for all unused accumulated vacation time.

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ARTICLE XII

HOLIDAYS

- A. The College will grant to all employees the following holidays with full pay:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

- B. The above holiday schedule will be subject to change as directed by the academic schedule of the College. At the discretion of the President or his designee, members of the unit may be required to perform duties on a holiday. If this occurs, 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.

EXAMPLE OF HOLIDAY COMPENSATION:

An eligible employee who is required to work on a scheduled holiday will be compensated as follows:

Holiday pay + 1 1/2 Times Regular Hourly Rate Times Actual  
Number of Hours Worked = Total Compensation for Working On A  
Holiday Listed in Section A.

C. An employee shall receive holiday pay if he/she is actively employed at the time of the holiday and is not on a leave of absence, maternity leave or is otherwise absent from the College, excluding vacation, provided the employee fulfills the eligibility requirements of this Article. The employee is not entitled to holiday pay if the employee is out sick for other than a bona fide illness the work day before or the work day after the holiday. This provision will apply only when there has been a pattern of abuse with respect to taking sick leave. The College may, at its discretion, request a doctor's certificate to verify the sickness as bona fide.

D. The week between Christmas and New Year's Day, exclusive, shall be considered a holiday recess period. At the discretion of the President or his designee, members of the unit may be required to work during this recess period. If this occurs, the employee will receive double time or at his/her option, another day off with pay. Incorporated within the premium rate of double time is the employee's reimbursement for the paid holidays outlined in Article XII, Section A.

E. The College shall grant one-half (1/2) day on Christmas Eve.

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ARTICLE XIII

VACATION

- A. An employee, during the first year of employment, shall accrue up to ten (10) vacation days, in equal monthly installments.
- B. Starting with the second year of employment, vacation days will be posted for each unit member in two equal installments, on July 1 and January 1 of each fiscal year.

- 2 years - 10 days
- 3 years - 15 days
- 4 years - 15 days
- 5 years - 17 days
- 6 years - 18 days
- 7 years - 19 days
- 8 years - 20 days
- 9 years - 22 days

- C. To be eligible for vacation based upon a month of service, as provided above, the employee shall not have been absent from work more than five (5) unexcused working days in said month. An unexcused work day shall not include sick time if earned.
- D. The College is obligated to plan and provide opportunity for vacation leave for supportive staff employees during the fiscal year in which it is earned. In view of the fact that the full number of vacation days is not, in many cases, earned until the end of the fiscal year, employees may be authorized to utilize unused vacation leave for a six month period ending December 31 of the year following that in which the vacation leave is earned.

- E. Employees may take all their vacation either at one time or at various times subject in all cases to the prior approval of the appropriate Dean or of his/her designee. Requests for time off should be submitted at least three (3) weeks in advance of said requested vacation leave. Permission will not be arbitrarily withheld.
  
- F. While employees accrue vacation days during their probationary period they may not take vacation days until after the end of the probationary period.
  
- G. No part of the employees's scheduled vacation may be charged to sick leave unless specifically approved in writing by the appropriate Dean or his/her designee.

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ARTICLE XIV

BENEFITS

- A. The College agrees to continue to provide all current insurance benefits as required by law including:

Hospitalization with Major Medical, Life Insurance, Pension as well as the purchasing power privileges which is not required by law.

- B. An employee shall not forfeit any sick leave or personal leave for a job connected disabling injury which is covered by workmen's compensation insurance. Payments to the disabled employee will be processed in accordance with the approved amounts and duration provided by the College's insurance provider.

- C. During an approved leave of absence, continued coverage under the health insurance, life insurance and pension plans shall be governed by the rules and regulations of the New Jersey Health and Pension Plans.

- D. Effective July 1, 1992, reimbursement will be made for the deductible portion under the major medical plan currently in effect, to a maximum of two hundred (\$200) dollars, as evidenced by the submission of said deductible or an insurance

company acknowledgement. This provision will be replaced upon the implementation of the short-term disability coverage, and will become void on the date that the short-term disability coverage begins.

E. Each unit member shall be eligible for a family dental plan, at no cost to the unit member. The College shall select an appropriate plan.

F. Each unit member shall be eligible to have an annual eye examination. The College agrees to reimburse the member for the cost of said exam up to fifty (\$50) dollars annually. In addition, if corrective lenses are prescribed and subsequently acquired by the employee, the College agrees to reimburse the unit member for fifty percent (50%) of the cost of said lenses, up to one hundred (\$100) dollars annually. Such reimbursement shall be for lenses inserted in frames and shall include contact lenses.

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ARTICLE XV

TUITION REMISSION/REIMBURSEMENT

- A. 1. Full time employees, their spouses, and their dependent children may be allowed to take up to twenty-four (24) credits in credit and non-credit courses at the College each year with a waiver for tuition and College fees. All other costs will be borne by the employees. The employee shall be limited to maximum of eight (8) credit hours per semester or term.
  
- B. Employees must have prior approval of the President to take course work during their normal work hours.
  
- C. Employees who are requested to take a special course outside of Passaic County Community College that relates to their particular position, shall have the fee for the special course paid by the College. Successful completion of the course shall be noted in the employee's personnel file.
  - 1. Those members of the bargaining unit who are accepted at an accredited institution of higher education or desire to take specific course(s) shall be eligible to receive tuition reimbursement up to the prevailing Rutgers University rate, provided the following conditions are met:



2. Such reimbursement shall be limited to six (6) credits per semester/term.
3. That the program or course desired to be taken has the express prior written approval of the President of the College. The decision of the President is final and binding and not subject to review except where it can be demonstrated by the Association that such decision was arbitrary or capricious.
4. That the program or course is deemed, by the President, to be relevant to the employee's current duties at the College.
5. When applying for reimbursement in a degree program, the employee must submit to the President the following information:
  - a. A complete description of the program which will include course work and criteria for successful degree completion.
  - b. Official notice that the employee has been accepted into the program.
  - c. A rationale on how the program is relevant to the

employee's current duties at the College.

6. In all cases: class attendance must be limited to outside normal working hours.
7. In all cases, payment will be made only upon successful completion of a course and the submission of a receipt that said course had been paid for.
8. For reimbursement purposes, courses may be taken at any accredited institution except Passaic County Community College.
9. Employees who are receiving educational reimbursement from other sources for the course or program that tuition reimbursement is being applied for may receive reimbursement only to the documented extent that tuition costs exceed reimbursement provided up to the limits mentioned above. Benefits received under the G.I. Bill shall be excluded from the limitations of this provision.

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ARTICLE XVI

SICK LEAVE

- A. Each full-time employee will earn fourteen (14) sick leave days per year. Sick leave days will be posted for each unit member in two equal installments, on July 1 and January 1 of each fiscal year.
- B. Sick leave is occasioned by the absence of an individual from work because of illness, disability or accident in the unit member's immediate family including the unit member, parents, siblings, spouse, foster-children, step-parents, step-children, parent-in-law, grandparents or any person or relative domiciled in the residence of the unit member.
- C. Payment under this Article shall be made providing that his/her department head is notified of the absence at the earliest possible moment and in no event more than one (1) hour after the start of the shift.
- D. Where a pattern of absences can be demonstrated, the College may then require employees, at any time, to provide a doctor's note verifying the illness. Failure to provide a valid doctor's note shall result in forfeiture of sick pay for all days absent. Repeated refusal to supply such notes may result in disciplinary action, including termination.

E. A sick leave sharing bank will be established for Supportive Staff. This bank will entitle Supportive Staff personnel who exhaust their accumulated sick leave to borrow sick leave, in the face of prolonged absences due to serious accidents, disability or illnesses of the employee or in the unit member's immediate family including the parents, siblings, spouse, foster-children, step-parents, step-children, parent-in-law, grandparents, or any person or relative domiciled in the residence of the unit member. The following guidelines will determine eligibility and usage:

1. To establish the sick leave bank, each Supportive Staff Association employee agrees to initially donate one sick leave day.
2. Upon signing of this agreement, the College will supplement the sick leave bank with a number of days equal to the number of full time supportive staff employed on this date.
3. Should at any future point in time the sick leave bank be depreciated to forty-five days or less, the Director of Personnel/Labor Relations will notify the President of the Association that supportive staff members will be required to donate an additional one (1) sick leave day to the bank.

4. In order to qualify for borrowing sick leave days from the bank, a Supportive Staff Association employee must exhaust all of his/her accumulated unused sick, vacation and personal leave. He/she must be incurring a prolonged absence due to an accident and/or illness of serious nature. Final eligibility will be determined by the mutual agreement between the Director of Personnel/Labor Relations and the President of the Supportive Staff Association.
  
5. Supportive Staff Association member may borrow the number of days equal to the difference between the number of days accrued at the time the days are borrowed and the total amount to be accrued by the end of the fiscal year in which the illness occurs. If an employee is on serious worker's compensation leave, the employee may borrow an amount equal to the number of days missed from work minus the number of days for which compensation is received up to the amount of allowable accrual for one year.
  
6. Six months subsequent to recovery and resumption of full time work, each Supportive Staff Association employee who borrows sick leave from the bank agrees to replenish the bank by contributing no more than one sick leave day, per month, to the bank. The College will repay the sick

leave days to the bank in any case where the employee dies before the sick leave bank can be repaid. Prior to borrowing sick leave days from the bank, employees must sign an agreement providing that payment from the employee's last check will be made to replenish the sick leave bank. If an employee is separated from employment prior to replenishing the sick leave bank, the bank will be replenished only to the extent of the available funds deducted from the employee's last pay. The College's obligation to replenish the sick leave bank is limited to the amount of collected funds available from the employee's last pay check.

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ARTICLE XVII  
BEREAVEMENT LEAVE

- A. All employees covered by this Agreement shall be granted paid time off for four (4) working days lost immediately following the date of death of members of the employee's immediate family. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law and grandparents.
  
- B. In all cases, to be eligible for such leave the employee must give notice of absence to his/her immediate supervisor and the College has the right to request proof of the deceased's relationship to the employee.

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ARTICLE XVIII

JURY DUTY

- A. An employee called for jury duty, regardless of shift of work, 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 another duly authorized court official.
- B. When an employee receives a subpoena for jury duty, he/she must present the notice to his/her supervisor immediately.

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ARTICLE XIX

PERSONAL/PROFESSIONAL LEAVE

- A. Non-probationary employees shall be eligible for 4 personal days per contract year which do not accrue. Probationary employees are not eligible for personal days. Upon completion of the probationary period each employee will be eligible for a prorated amount of personal days of the remaining period of the contract year after the expiration of the probationary period.

Personal days may not be used in lieu of vacation days, holidays, or other leave with pay. 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. Absence for religious reasons shall be considered a personal leave.

An emergency shall be deemed to have occurred when the employee could not have been aware of the event in advance necessitating the use of leave. The College shall be notified within the hour of the employee's inability to be present for work unless exceptional circumstances were presented. Subsequent written explanation must follow.

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ARTICLE XX  
MEDICAL LEAVE

A. An employee who has completed two (2) years or more of continuous service may be granted a leave of absence for medical reasons, without pay, for a period up to six (6) months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two years. The employee shall be asked to present a doctor's certificate in support of this request. The employee may not be gainfully employed during this period. During the period of leave, the College may continue to pay all health benefits within the limits prescribed by law. An employee shall be required to present a doctor's certificate indicating that said employee will not accrue benefits during this period, nor will the employee accrue seniority. However there will be no loss of seniority or accrued benefits.

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ARTICLE XXI  
MATERNITY LEAVE

A. Employees who become pregnant shall within a reasonable time thereafter notify the Office of the President in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

1. Unpaid leave

a. Maternity leave without pay may be granted up to a maximum of twelve (12) months. An extension may be granted for an additional six (6) months, upon approval of the President.

b. Leave will be granted upon written application at least three (3) weeks in advance of said leave.

c. Except as provided herein, an employee will not accrue benefits during any period of leave nor will she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

2. Disability Leave for Pregnancy

a. Those employees who become pregnant and who desire

to continue to work shall so notify the Office of the President in writing within a reasonable time after pregnancy is determined.

- b. Anytime that the ability of the employee who has become pregnant, to continue working is in question, the President can require, and the employee shall provide, a statement from the employee's attending licensed physician qualified to make certification on pregnancy related matters certifying the expected date of delivery, the individual's physical ability to continue working and the date up to which she will be physically able to continue work in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and so long as they satisfactorily perform their assigned jobs. The College reserves the right to request that the employee be examined by a second qualified physician designated by the employee. The employee may decline such examination and thereby choose to begin the leave immediately. If any differences of medical opinion should arise between the second physician and the employee's first physician, the College may request expert consultation, in which

case, the Passaic County Medical Society, 30 East 30th Street, Paterson, New Jersey 07514, 201-279-1900, shall appoint an impartial third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination requested by the College under this paragraph shall be borne by the College.

c. Disability leave shall be granted for a reasonable period of time but shall not continue past the end of the physical disability. The time for leave initially granted may be extended upon written request to the Office of the President with an accompanying proof of continued physical disability. Subsequent requests for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability. Accrued sick leave may be used during this period of disability, pursuant to Article XVI.

B. The employee on maternity leave may return earlier, provided she makes a written request to the Director of Personnel with a copy of said request forwarded to the President of the Supportive Staff Association at least thirty (30) working days prior to the date she wishes to return and provides

certification from her physician to the effect that she is physically fit and ready to commence working. Any employee on maternity leave who does not return to employment at the conclusion of her leave shall be terminated. The College shall have the right to employ a temporary employee during any period of maternity leave.

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ARTICLE XXII

LEAVE OF ABSENCE WITHOUT PAY

- A. An approved leave of absence without pay may be granted to a member of the unit who has completed three (3) years or more of continuous service. The leave shall not exceed six (6) months.
  
- B. Requests for such leave shall be made in writing to the President of the College, or his designee, at least three (3) months prior to the commencement of said leave.
  
- C. If said leave is denied by the President, the denial may be appealed in writing to the Board of Trustees. The decision of the Board shall be final and not subject to the grievance and arbitration provisions of this agreement. Such appeal must be made within ten (10) school days after denial by the President.
  
- D. Approval of leave may be granted for such reasons
  - 1. Recuperation from ill health
  - 2. Unusual and/or unavoidable personal situation
  - 3. Professional advancement
  - 4. Military Service
  - 5. Any other reasons deemed appropriate by the College

- E. The College agrees to continue an employee's insurance benefits during the leave subject to reimbursement in advance by the employee.
  
- F. An employee who indicates a desire to return to his/her employment on or before the expiration date of his/her leave shall be reinstated to his/her former position or to a position of like status and pay without loss of benefits or service credit, provided that he/she gives a two week notice under the circumstances to the Personnel Office, and a copy to the appropriate supervisor, of his/her intention to return and provides certification from his/her physician (where applicable) to the effect that he/she is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.
  
- G. Employees eligible to apply for leave in accordance with the State and Federal Family Leave Law will receive leave benefits in accordance with respective legislation.

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ARTICLE XXIII

RETURN FROM LEAVE

- A. Upon return from leave, an employee shall receive the salary employed at prior to commencing leave.
  
- B. All benefits to which an employee was entitled at the time of his/her leave of absence began, including unused accumulated sick leave and unused vacation days and seniority shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time the leave began, if available, or, if not to a substantially equivalent position.
  
- C. Except as provided herein, an employee will not accrue benefits during any period of leave nor will he/she continue to accrue seniority. However, there will be no loss of seniority of accrued benefits.

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ARTICLE XXIV

GRIEVANCE/ARBITRATION PROCEDURES

A. Purpose

The parties agreed that it is in their best interest that all grievances should be resolved promptly, fairly and equitably.

1. The following procedure which may be initiated by an employee and/or the Association acting as his/her representative shall be the sole and exclusive means of seeking, adjusting and settling grievances.
2. Whenever any representative of the Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall suffer no loss in pay or benefits.

B. Definition of a Grievance

A grievance is an allegation by an employee or the Association that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement, or policies of the Board of Trustees, related to terms and conditions of employment.

C. Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the

employee's option, he may request the presence of an Association representative. Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step. If either party determines that the informal procedure will not produce a satisfactory settlement, they may move the grievance to the first formal step. Both parties agree that informal discussion is suitable to handle many grievances. Furthermore, both parties agree to promote informal discussion in order to maintain a harmonious working environment.

D. Formal Grievance and Arbitration Procedures

Internal Grievance Procedure

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to his or her Dean, and such Dean or the designee thereof shall meet with the grievant within five (5) work days, and a representative of the Association, for the purpose of discussing the grievance. The decision shall be rendered in writing to the employee and the Association representative within 7 work days of the conclusion of the discussion of the grievance.

2. Step Two

If the grievant is not satisfied with the decision rendered at

Step One, he or she may submit his or her grievance to the College President. The President will hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within 7 work days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the Association representative within 7 work days of the conclusion of the hearing of the grievance, then.

### 3. Step Three

If the grievant is not satisfied with the disposition of the grievances at Step Two, he/she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings as well as whether or not the employee will be requesting a hearing. The Board of Trustees may sustain, modify, or reverse the decision made at Step Two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the grievant and the Association representative within 13 work days of receipt of the grievance at the Step Three level. In the event a hearing is requested, such hearing shall commence on or before the next Board meeting providing the notice is received six (6) working days prior to the next Board meeting. If notice is given less than

six (6) work days prior to the following Board meeting, and where appropriate; witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the grievant and the Association representative within 10 days of the hearing.

E. Arbitration Procedure

If the aggrieved employee is not satisfied with the disposition of the grievance at the conclusion of the grievance procedure, the Association, as a representative of the employee, shall file a notice, within ten (10) work days of the receipt of the decision of the Board of Trustees, requesting submission to arbitration, the Board of Trustees and the Association shall obtain a commitment from said arbitrator to serve. If the parties are unable to obtain such a commitment within the specified period, a request for a list(s) of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator. Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved. Unless the parties agree in writing before the hearing that the arbitrator's decision shall be binding, the arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation, application, or violation of the contract language. The cost of the arbitrator shall be borne by both parties equally.

F. Time Limits

1. A grievance must be filed at Step One within twenty (20) work days from the date on which the act which is the subject of the grievance occurred or twenty (20) work days from the date on which the individual employees should reasonably have known of its occurrence.
2. In the event the time limitations imposed under Steps One and Two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.
3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he/she may submit his/her grievance to the next step, within five (5) calendar days to Step Two and within seven (7) days to Step Three. Either the Association or College may request one extension of the time limitations of one of the steps of the formal grievance procedure. The parties agree that there shall only be one extension of time allowed for each grievance procedure and that the extension shall be no longer than fourteen (14) calendar days.
4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such

grievance may be initiated at or moved to Step Two or Three without a hearing at a lower step.

5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at Step Two if such step is the first level of supervision common to the several grievants.
  6. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievant recognized or reasonably should have recognized that he/she was grieved, except that payroll errors and related matters shall be corrected to date of error. Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.
- G. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.
- H. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.
- I. Grievance records shall not be part of the personnel file utilized in the retention process unless such grievance record pertains to the matter under consideration.

- J. The disposition of any grievance at any step of the grievance procedure, or by agreement between the College or the Board of Trustees and the grievant or Association, shall be final and binding upon the employee, employees or person who are involved or affected thereby.
  
- K. Saturday, Sundays, holidays and any days the College is closed for staff shall be excluded from the computation of "working day" as the term is used in this procedure.
  
- L. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.
  
- M. The number of days indicated at each step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedures shall be considered to be of the essence and not merely procedural. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.
  
- N. It is expressly understood and agreed that in addition to the exclusions from the provisions of the Grievance and Arbitration procedures which are contained elsewhere in the agreement, the following are not subject to the Grievance and Arbitration procedures in this agreement:



1. Matters involving the discretion of the Board of Trustees.
  2. Any questions concerning the duration of this Agreement.
  3. Any matter where the Board of Trustees is without the expressed or implied authority to act.
  4. Any action of the Board of Trustees which is prescribed by law.
- O. Should the College fail to respond to the grievance in the prescribed time limitations for each step of the formal grievance procedure, the grievance will automatically be moved to the next succeeding step of the grievance procedure.
- P. If an employee covered by this Agreement has a complaint which he/she wishes to discuss with his/her supervisor, he/she is free to do so without recourse to the grievance procedure.
- Q. A grievance may be withdrawn by the initiator of the grievance at any level.

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ARTICLE XXV

JOB DESCRIPTION

- A. There shall be on file in the Personnel Office a job description for every bargaining unit position. Such description shall be available to an individual member of the bargaining unit for perusal upon reasonable request.
  
- B. The initial development of these descriptions shall be the responsibility of the College. The individual unit member presently employed in a position covered by this agreement shall have the right to submit his/her written suggestions, concerning his/her own job description, to the appropriate Dean for consideration, prior to the adoption of the description covering his/her own position. The College shall not impede the individual unit member from seeking the advise of the Association on proposed changes in a job description covered under this agreement.
  
- C. The College shall have the right to change any job descriptions during the term of this agreement from time to time as it deems desirable. The College will confer with the Association, and the Association will be given the opportunity to comment on the proposed change. Before the change is made, the employee affected by such change shall be notified and given an opportunity to comment upon said contemplated change.

However, the final decision shall rest with the Board.

- D. Where the contemplated change in the job description will significantly alter the duties, responsibilities and workload of the affected employee, the College shall notify the association of its intent to implement such change. The Association shall have the right to negotiate with the College the impact of such change in the job description on the individual employee who is thereby affected.

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ARTICLE XXVI

PERSONNEL FILE/PERFORMANCE APPRAISAL

- A. The official personnel file on each employee shall be maintained in the Personnel Office. Any employee may make a request, in writing, to see his personnel file. All materials within the file other than references for employment purposes shall be made available to the employees. The file shall not be removed from the office by the employee. After six (6) months of employment, the employee may request to see his/her references. The College will ask the party(ies) who gave the references, to release the reference to the employee. If the party refuses to release the references, the employee may request to have that reference removed from his file. All released references shall be shown to the employee, upon request.
- B. 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 affixing 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.

- C. If an employee feels certain materials within the file should be deleted, he/she may ask for a review of his/her file. If the appropriate Dean is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed.
- D. Employees shall be evaluated by their immediate supervisor at least one (1) time in each year.
- E. 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.
- F. 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 employees personnel file.
- G. The appropriate Dean may affix comments to any evaluation report and/or may conduct an independent evaluation if the Dean chooses. In this event, the employee shall be afforded all rights under (F) above.

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ARTICLE XXVII  
SAFETY AND HEALTH

- A. No employee shall be required to perform work under conditions which violate safety and health rules and standards established either by the College or any local, state or federal agency.
  
- B. An employee who has good reason to believe that the job which he/she has been assigned may be in violation of applicable health and safety standards, must immediately notify his/her supervisor. The supervisor will have the right to determine whether performance of the job would be in violation of such health and safety standards.
  
- C. If the employee disputes the decision of his/her immediate supervisor, he/she may take the matter up with the appropriate Dean. If the individual unit member is not satisfied with the decision of the appropriate Dean, he/she may submit the alleged violation to the proper state or federal agency for review. The individual unit may request representation by the Association when seeking to clarify violations of the Health Safety Standards.
  
- D. Any employee who observes a condition which he/she considers to be creating a safety or health hazard is required to

immediately report such condition to his/her supervisor, or in his absence, to any College official of equal or superior rank.

- E. An appropriate procedure to be followed in all emergencies shall be posted by the College.

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ARTICLE XXVIII

RESOLUTIONS

- A. Copies of resolutions and policy statements that are made by the College pertaining to employees within the bargaining unit shall be produced for the Association to enable it to maintain current files. The College agrees to furnish the Association, in response to formal requests by the Association, public information in accordance to the "Open Public Meeting Act," N.J.S.A. 10:4-6.

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ARTICLE XXIX

SCOPE OF AGREEMENT

- A. The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understandings and agreements arrived at by and between the parties after the exercise of that right, are set forth in this Agreement.
- B. The parties agree that, for the duration of this Agreement there shall be no obligation on either party to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, except such subject or matter that may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing only executed by both parties.
- C. Unless specifically stated in the Agreement nothing in the Agreement shall deprive the College or the Association members

of services or benefits theretofore performed or provided by  
either party.

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ARTICLE XXX

SAVINGS CLAUSE

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 provisions 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. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

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ARTICLE XXXI

LAY OFF AND RECALL PROCEDURES

- A. When and if a layoff becomes necessary, unit-members shall be laid off in inverse order of seniority by position within a department, provided the employee who is retained is qualified, in the judgment of the College, to perform the remaining duties. The decision to layoff employees and the determination of qualification (if more than one employee was hired at the same date) to perform duties shall be solely within the discretion of the College and shall not be subject to the grievance and arbitration provisions of this Agreement.
  - 1. Supportive Staff employees may notify the College of other positions which he/she satisfies the necessary job requirements. The College shall consider all the employees qualifications when determining whether to retain or lay-off the employee.
  
- B. The College shall notify the employee of lay off in accordance with the provisions of Article XI of this Agreement.
  
- C. As a result of a layoff and in accordance with the statutes governing the pension and health plans, the College shall:
  - 1. Terminate all his/her group life insurance coverage

thirty one (31) days after his/her last pension contribution. During the thirty-one (31) day period the employee may convert part or all of his/her group life insurance coverage to an individual life insurance contract with the carrier by contacting his/her local insurance agent.

2. Terminate his/her State Health Benefits coverage at the close of the month following the month employee leaves the payroll. Blue Cross, Blue Shield and Rider J coverage will be offered to him/her on a direct pay basis under an individual contract by the Blue Cross, Blue Shield plans.
  3. The employee may maintain or withdraw his/her contributions in a lump sum from the Public Employees Retirement System. In all cases the rules and regulations as established under the health insurance, life and pension plans shall govern.
- D. Recall of employees will be in reverse order of layoff provided the employee is qualified to perform the duties of the position which is available, in the judgement of the College. Employees shall retain such right to recall for vacant positions for two (2) years from the date of their layoff.

1. Notice of recall shall be sent to the employee by registered mail to the last known address given to the College by the employee. It will be the responsibility of the employee to provide the Personnel Office with a current address.
2. The employee shall have two (2) weeks in which to notify the College of his/her decision to accept the position offered. If he/she does not notify the College within this time, he/she shall be deemed to have declined the position and all future right of recall.
3. If the employee accepts the positions, he/she shall have to return to work. The College shall determine the date of rehiring, so long as it provided at least two (2) weeks. If the employee does not report to work on the date required, except for a justifiable reason, he/she shall be deemed to have waived his/her opportunity to return to work.
4. An employee shall not continue to accrue seniority after his/her termination date. However, if he/she returns to a position at the College he/she will be given credit for all past seniority he/she has accrued.
5. Upon rehire the employee shall receive the minimum rate

of pay then in effect for the position in which he/she is hired, except where the employee was earning more in that position at the time of layoff, in which case he/she shall receive the rate he/she was earning at the time he/she was laid off.

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ARTICLE XXXII

PAY PROCEDURE

- A. Employees will be paid in accordance with procedures established by the Payroll Department of the College.

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ARTICLE XXXIII

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

- A. There will be a joint committee of six individuals established, with the membership appointed by the Association and the College President in equal numbers. This committee shall meet twice per semester for the purpose of reviewing questions arising concerning contract provisions, mutual problems, and general personnel issues. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.
- B. The party calling the meeting should provide to the other party, at least one (1) week in advance of the meeting, a written agenda of matters to be discussed. The chairman of the committee shall alternate between the Association and the Administration. The College President will select the Administration Chairman and the Association President will select the Association Chairman. Minutes shall be kept and copies supplied to all members of the committee. A joint report shall be made to the Office of Personnel/Labor Relations in writing. The committee shall have the power to establish its own rules of procedures.

The Association and the Administration will share the cost of providing training in Labor Management Cooperation. The

meetings of the Association-Administration Joint Committee will be scheduled annually at the beginning of the fiscal year by mutual consent. The effectiveness of the Committee will be assessed on an annual basis.

C. On matters related to the termination of support staff employees, the Personnel/Labor Relations Director will convene a committee made up of two individuals selected by the association and two individuals selected by the college administration. This committee shall review the decision from the prior step and any written record. Additional witnesses may be heard. The Personnel/Labor Relations Director will conduct a hearing and the committee will make a written recommendation to the President and the employee. The recommendation of this committee must be unanimous otherwise, no recommendation can be made.

D. The committee created pursuant to this Article shall not have the 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 waiver of any other rights of the parties pursuant to this Agreement.

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ARTICLE XXXIV

DUES DEDUCTION

- 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. (RS) 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 authorization shall continue in accordance with the law until a notice of withdrawal is filed by the employee.
- B. During the life of this Agreement, if 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 "checkoff authorization" form and deliver the signed forms to the President, or his designee. Upon the College's compliance with 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.

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ARTICLE XXXV

MISCELLANEOUS

- A. Any employee who is assigned and does work more than three (3) consecutive hours in excess of his/her regularly assigned shift shall be afforded the opportunity to have a dinner hour.
- B. Any member of the unit who is required to use his/her own automobile on official College business, either inside or outside of the City of Paterson, will be reimbursed by the College for expenses thereby incurred, on the following basis:
1. The mileage rate to be paid for the use of a privately owned automobile used on official College business shall be in accordance with the appropriate College regulation.
  2. The College will reimburse the employee for all tolls and parking charges incurred while he/she is traveling on official college business. Receipts must be submitted by the employee in order to obtain reimbursement.
  3. The College is not responsible, nor will it reimburse any employee, for any costs incurred as a result of the commission of any parking or traffic violation while the employee is on official College business.

4. Any employee traveling on official College business is expected to have a valid driver's license and to be adequately protected by personal liability and property damage insurance, obtained at their own expense. The College assumes no liability as to either the employee or any third party for personal injury or property damage sustained while the employee is traveling on official College business.
  
5. Should an employee be required to travel on College business which takes him reasonably close to the normal route either to or from work usually taken by such employee, and such travel is required at a time when the employee will continue on to work at the College or to his home, after such business is concluded, the College shall be required to reimburse the employee only for the distance traveled between the College and the location where the employee is to transact said business for the College.
  
6. The College agrees to provide the Association with a copy of the procedure to be utilized for approval of an employee's use of his own automobile on official College business. The College further agrees to inform the Association of any changes which it makes in this approval procedure and to provide, within a reasonable

time thereafter, a copy of the revised procedure.

C. Due to the generous leave, vacation and sick day policy of the College, it is understood that members of the Supportive Staff Association may be asked, from time to time, to carry the work load of other members who are on leave, vacation, or absent due to illness.

D. Uniforms

1. The College shall provide uniforms for the employees working in the following unit positions:

Custodian I	Maintenance Man
Custodian II	Security Personnel
Lead Custodian	Printer

Replacements will be provided only when the worn out items are exchanged. Replacement for lost items will be charged to the employee when attributed to abuse and/or neglect of custody.

Uniforms shall include shoes, shirt, pants, tie, belt, badge, rain gear, and coats, if appropriate. Uniforms must be worn properly and neatly during all working hours and may not be worn during non-work days.

2. The College shall make protective clothing available at work locations where necessary for employees working in

the following bargaining unit positions:

Data Processing Operator  
Laboratory Assistant  
Mail and Central Stores Clerk

Protective clothing is to be worn at all appropriate times.  
The College is not responsible for damage to personal clothing  
of any College employee.

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ARTICLE XXXVI

SENIORITY

- A. The College agrees to provide the Association with a list of bargaining unit employees as of January 1 and July 1 of each year. Such a list shall include the hiring dates of each employee.
  
- B. Seniority shall be defined as length of continuous service as an employee of the College. Seniority shall be broken when an employee's employment with the College is terminated for any reason. An employee will not continue to accrue seniority during a leave of absence but will retain all accrued seniority.
  
- C. Preference over the terms and conditions of employment shall be given to senior employees in accordance with the specific provision of this Agreement.

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ARTICLE XXXVII

NO STRIKE

- 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, its members, nor any person acting in its behalf will cause, authorize, or engage in a strike against the Passaic County Community College.
  
- 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. During such strike the College shall provide adequate protection of life and property of unit members.
  
- D. Nothing contained in this Agreement shall be constructed 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.

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ARTICLE XXXVIII

DURATION

The Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998. Should a successor agreement not be successfully negotiated prior to the expiration of this agreement, this agreement shall remain in effect with regards to all provisions except for the annual salary increments provision, Article VII, Section B.

In Witness Whereof, the Association and the Board have caused this Agreement to be signed this 19th day of June, 1995 by the President of the Association and the Chairman of the Board of Trustees.

Mary E. Kaval 6/27/95  
Chairman of the Board of Trustees

[Signature] 6/27/95  
President of the Association

[Signature] M. Rose  
Witness

[Signature] Russell A. King  
Witness

APPENDIX A

PRIOR POSITIONS

Accountant  
Accounting Clerk  
Accounts Receivable Clerk  
Accounts Receivable Supervisor  
Artist  
Asst. Buyer  
Asst. Purchasing Manager  
Audio Visual Technician  
Central Stores Clerk  
Central Stores Clerk/Asst. Printer  
Communications Technician  
Data Processing Technician  
Data Technician/Registrar's Office  
Examination Technician  
Facilitator-CWS Program  
Financial Aid & Grants Accounting Clerk  
Finance Asst.  
Groundsman I  
Key Control Technician  
Laboratory Technician  
Library Supervisor  
Library Technician I  
Library Technician II  
Mail Clerk  
Machine Operator  
Maintenance Aid  
Mechanic  
Mechanical Services Supervisor  
Mechanical Services Worker  
Media Distribution Clerk  
Painter  
Para Professional  
Parking and Information Aide  
Payroll Clerk I  
Payroll Supervisor  
Photographer  
Print Shop Operator I  
Print Shop Operator II  
Purchasing Clerk  
Receiving & Inventory Clerk  
Research Assistant  
Secretary/Bookkeeper  
Secretary III  
Word Processing Technician

APPENDIX B

MINIMUM/MAXIMUM SALARY SCHEDULE

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	MINIMUM SALARY	**	MAXIMUM SALARY
Accounts Pay. Clerk I	\$15,582	-	\$28,048
Accounts Pay. Clerk II	\$16,695	-	\$30,052
Accounts Pay. Clerk	\$15,026	-	\$27,047
Audio Visual Tech. I	\$15,582	-	\$28,048
Audio Visual Tech. II	\$16,139	-	\$29,050
Cashier	\$15,026	-	\$27,047
Clerk Typist	\$15,582	-	\$28,048
College Services Asst.	\$21,147	-	\$38,065
Computer Oper. I	\$17,500	-	\$31,500
Copy Center Clerk	\$15,582	-	\$28,048
Custodian I	\$15,026	-	\$27,047
Custodian II	\$16,139	-	\$29,050
Data Entry Clerk	\$15,026	-	\$27,047
Financial Aid Tech.	\$17,808	-	\$32,055
Information Officer	\$15,026	-	\$27,047
Laboratory Asst.	\$20,034	-	\$36,062
Lead Custodian*	\$16,139	-	\$29,050
Lead Security Officer	\$16,139	-	\$29,050
Library Clerk I	\$15,582	-	\$28,048
Library Clerk II	\$16,139	-	\$29,050
Lead Maint. Person*	\$20,034	-	\$36,062
Mail/Central Strs.Ck.*	\$15,026	-	\$27,047
Maintenance Person*	\$19,478	-	\$35,060
Natural Sci Lab Tech	\$20,034	-	\$36,062
Operator Acad DP Lab	\$17,500	-	\$31,500
Payroll Clerk	\$16,695	-	\$30,052
Printer	\$18,921	-	\$34,059
Purchasing Clerk	\$18,365	-	\$33,057
Records Clerk I	\$15,026	-	\$27,047
Records Clerk II	\$16,139	-	\$29,050
Secretary-Bilingual	\$17,252	-	\$31,053
Secretary-Medical	\$18,365	-	\$33,057
Secretary I	\$16,695	-	\$30,052
Secretary II	\$17,808	-	\$32,055
Security Officer	\$15,026	-	\$29,050
Sr. Accts. Pay Clerk	\$17,808	-	\$32,050
Sr. Accts. Rec Clerk	\$17,808	-	\$32,050
Sr. A/V Technician I	\$16,695	-	\$30,052
Sr. A.V Technician II	\$17,252	-	\$31,053
Sr. Library Clerk I	\$16,695	-	\$30,052
Sr. Library Clerk II	\$17,252	-	\$31,053

APPENDIX B

MINIMUM/MAXIMUM SALARY SCHEDULE (cont)

Staff Asst. - D.P.	\$18,365	-	\$33,057
Staff Asst. - EOF	\$18,365	-	\$33,057
Staff Asst.-Ed. Svcs.	\$18,365	-	\$33,057
Staff Asst. - E.S.L.	\$18,365	-	\$33,057
Staff Asst.-Fin. Aid	\$18,365	-	\$33,057
Staff Asst. - L.R.C.	\$18,365	-	\$33,057
Staff Asst.-Registrar	\$18,365	-	\$33,057
Telecommunications Opr.	\$15,026	-	\$27,047
Typesetter	\$18,921	-	\$34,059
Word Proc. Lab Tech	\$20,034	-	\$36,062

\* Denotes Physical Plant positions. These positions have a 40 hour work week.

\*\* During the life of this agreement, if a Supportive Staff member's base salary exceeds the maximum salary schedule, as outlined by Appendix "B", the Supportive Staff member will not be "RED CIRCLED" and/or be prohibited from exceeding the designated position's salary maximum.

APPENDIX C  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE PASSAIC COUNTY COMMUNITY COLLEGE ADMINISTRATION  
AND  
SUPPORTIVE STAFF ASSOCIATION  
PERTAINING TO SHORT-TERM DISABILITY COVERAGE

a) The College and the Association will seek to implement short-term disability coverage for unit members, to become effective during the life of this contract. The policy shall be acceptable to both the Association and the College. The cost of the short-term disability coverage premium will be shared equally between the College and the unit members, except that a maximum of two hundred (\$200.00) dollars of the unit members share of the cost will be paid by the College on behalf of the unit member.

b) The sick leave bank provisions (Article XVI, paragraph "E") will be replaced by the implementation of the short-term disability coverage, eliminating the sick leave bank upon the date that short-term disability coverage begins.

c) The reimbursement for deductible portion under the major medical plan (Article XIV, paragraph "D") will become void upon the date that the short term disability coverage begins.

