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CONTRACT

between the

Academic-Administrative

Personnel Federation, AFT,

and

Local 3428

County College of Morris

Morris County College (Employer)

~~X~~ July 1, 1983 - June 30, 1985



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IN WITNESS WHEREOF, the parties have caused these presents to be signed
by their proper officers on March 1, 1984.

COUNTY COLLEGE OF MORRIS

BY *Andrea Geyser*

ACADEMIC ADMINISTRATIVE PERSONNEL FEDERATION

BY *Richard W. Phelps*

PREAMBLE

THIS AGREEMENT entered into this 21st day of December, 1983
BETWEEN

The BOARD OF TRUSTEES of the COUNTY COLLEGE OF MORRIS,
in the County of Morris, New Jersey (hereinafter referred to
as the "COLLEGE" or "BOARD"); and

ACADEMIC ADMINISTRATIVE PERSONNEL FEDERATION, LOCAL 3983,
NEW JERSEY STATE FEDERATION OF TEACHERS, A.F.T., A.F.L. - C.I.O.,
(hereinafter referred to as "FEDERATION" or "UNION").

ARTICLE I

RECOGNITION

A. The Board of Trustees hereby recognizes the Academic Administrative Personnel Federation, Local 3983, affiliated with the New Jersey State Federation of Teachers, A.F.T., A.F.L.-C.I.O., as the exclusive representative for collective negotiations of the terms and conditions of employment of those full-time employees occupying job titles set forth in Exhibit A attached to this agreement and those part-time employees occupying any job title on Exhibit A, provided such part-time employee's regular workweek consists of thirty (30) or more hours and the total hours such employee is scheduled to work during a contract year is not less than one thousand eighty (1,080) hours.

B. The term "non-bargaining unit supervisor" as used in this agreement shall mean the Dean of Students for Health Service employees.

ARTICLE II

DURATION OF AGREEMENT

This agreement shall be in full force and effect as of July 1, 1983 and shall continue in effect through June 30, 1985, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than August 1 nor later than September 1 of the year preceding the year in which the agreement expires, of a desire to change, modify or terminate this agreement.

ARTICLE III

NEW POSITIONS

A. Nothing contained in this agreement shall limit the authority of the Board to create new job titles and to employ individuals within such job titles. The Board specifically reserves the right, in its sole discretion, to determine the qualifications and salary grade for all new positions.

B. In the event the Board authorizes the creation of a new administrative position or supervisor of staff or facilities, and such position is not within any of the job titles in Exhibit A, the College shall within thirty (30) calendar days of this action advise the Federation in writing of the title, proposed grade level, and a brief description of the proposed duties of the position.

C. Within ten (10) calendar days after delivery of such notification, the Federation may deliver to the President of the College a written request that the proposed new position be included in the bargaining unit covered by this agreement. Within ten (10) calendar days after delivery of the Federation's request, representatives of the Board and the Federation shall meet in an effort to reach agreement as to whether the position shall be included in the bargaining unit.

D. If the parties are unable to reach such agreement, either party may file a petition with the Public Employment Relations Commission, seeking a determination of such dispute. The parties agree that the Public Employment Relations Commission shall have exclusive jurisdiction and determination of inclusion of an additional title in the bargaining unit, and such dispute shall not be subject to the grievance procedure set forth in this agreement.

E. In the event the parties agree or it is otherwise determined that

a new position shall be included in the bargaining unit, any employee who is employed in such a position shall be covered by the terms of this agreement retroactive to his/her date of hiring in such new position.

F. Failure of the Federation to request inclusion in the bargaining unit of a new job title within the ten-day period specified above shall be conclusively deemed an acceptance that such title should properly be excluded from the bargaining unit.

ARTICLE IV

VACANCIES AND TRANSFERS

A. Notice of any vacancy in an administrative position, faculty position, or supervisor of staff or facilities position shall be posted and provided to the Federation when submitted for publication. Such job opportunity notice shall be in such form as may then be in use by the College and shall be forwarded to all College departments.

B. When an employee applies for appointment to a vacant position for which he/she is qualified, such employee shall be notified in writing when the position is filled.

C. An employee shall have three work days from receipt of a written offer of promotion to accept or decline in writing such offer. Prior to the employee's acceptance of the offer of promotion, and the Board's approval of same, the College may temporarily assign the employee to such new position at his/her previous salary for a period not to exceed ten (10) calendar days. No employee offered promotion shall be considered to have vacated entitlement to retain his/her previous position until the Board has approved such promotion and the promotional salary adjustment, and the employee has received a letter of appointment and has accepted the appointment in writing.

D. The College shall have the right to temporarily assign an employee to an acting position in a higher rank for forty-five (45) calendar days at such employee's present salary. If the College elects to continue such temporary assignment beyond forty-five (45) calendar days, the employee's annual salary shall thereafter be increased for the balance of such temporary

assignment to the minimum salary for the higher rank or SEVEN HUNDRED FIFTY (\$750) DOLLARS, (effective July 1, 1984, the seven hundred fifty dollars (\$750), shall be increased to eight hundred fifty dollars (\$850), whichever is greater, such increase to be prorated on an annual basis. When the College terminates such temporary assignment, the employee shall be returned to his/her former position and salary.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees of the College hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or the regulations of the Department of Higher Education.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board of Trustees, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this agreement, and the New Jersey Employer-Employee Relations Act, and then only to the extent such terms hereof are in conformance with the Constitution, laws and administrative regulations of New Jersey and of the United States, and the regulations of the Department of Higher Education.

C. Nothing contained herein shall be construed to deny or restrict the Board of Trustees of its rights, responsibilities and authority under Federal or state laws or administrative regulations.

ARTICLE VI

EMPLOYMENT

A. The College shall provide each employee in the bargaining unit with a copy of this agreement, a copy of the current CCM Handbook, and a letter of appointment which shall include:

1. Employee's name
2. The dates of the term of appointment
3. The salary
4. Academic rank, if any is granted
5. The job title and grade classification

The CCM Handbook shall be given for informational purposes only and reference to such document in this article shall not make the handbook a term of this agreement. Accordingly, the Handbook provisions may be revised and modified by the College in a manner not inconsistent with this agreement. The provisions of the CCM Handbook shall not be subject to the contractual grievance procedure.

B. The first three months of an employee's employment shall be considered a probationary period, during which such employee may be discharged for any reason deemed appropriate by the College and such discharge shall not be grievable.

C. After completing three months of employment, the College may discipline, reprimand in writing, reduce in rank or compensation, or dismiss an employee prior to the expiration of such employee's current employment term, for just cause only and any such action shall be grievable.

D. Reappointments for twelve-month employees normally are for one year ending June 30. Initial appointments normally terminate on June 30.

Written notice of reappointment or non-reappointment shall be provided to each employee in the bargaining unit who has been employed for more than three months. Such written notice shall be given not later than May 1 to each employee who, as of such date, has completed more than three months but less than three years of employment at the College. Such written notice shall be given not later than April 1 to each employee who, as of April 1, has completed more than three but less than five years of employment at the College. Such written notice shall be given not later than December 15 to each employee who, as of December 15, has completed more than five years but less than ten years of employment at the College. Commencing on the first day of the eleventh year of employment, each employee's contract shall be understood to give to the College the right to terminate such employee's employment by giving such employee written notice of termination one year in advance of the effective date of termination, whether or not such termination is in the middle or at the end of the next fiscal year. Such termination shall not be deemed a dismissal.

E. The decision of the Board not to renew or reappoint an employee for the succeeding year or the decision to terminate a ten-year employee after one year's advance notice is a prerogative reserved to management and therefore shall not be grievable.

F. Any employee who receives written notification from the College of non-reappointment for the succeeding academic year, or one year termination notice for ten-year employees, may within fifteen (15) calendar days from receipt of such notification, deliver to the Office of the President of the College a written request for reasons for such nonrenewal or

termination. The President will provide such employee with a written statement of reasons within thirty (30) calendar days of receipt of such request. Employees who have completed more than three years of employment as of the date of such non-reappointment notice, shall have the further right to request a conference with the President of the College provided that written request is received by the Office of the College President within seven calendar (7) days after the employee receives the requested statement of reasons for nonrenewal. At such conference, the employee may be represented and counseled by one representative selected by the employee. The President shall give the employee at least five (5) days notice of the date and time of the appearance which shall not be more than twenty (20) calendar days after receipt of request for same. The purpose of the conference shall be to afford the employee the opportunity to convince the President that the determination not to offer employment was incorrect. Within five (5) calendar days following such conference, the President shall notify the employee in writing whether he will recommend that the Board revise its determination not to offer reemployment.

G. Employees who have completed more than five years of employment as of the date of the notice of nonrenewal (or termination for ten-year employees) shall have the further right to request an informal appearance before the Personnel Committee of the Board, provided that a written request for such appearance is received by the Office of the College President within seven (7) calendar days after the employee received the determination of the College President under subparagraph F. The Personnel Committee will schedule an appearance within twenty (20) calendar days from

receipt of the employee's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the employee an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the employee at least five (5) calendar days notice of the date and time of the appearance. An employee may be represented and counseled at such committee appearance by counsel, and by a representative of the Federation or by one individual of his/her choice. The employee may present witnesses, but such witnesses, if any, shall not be sworn or cross-examined. Witnesses shall be called individually, and each excused after making his/her statement. Within five (5) calendar days following the informal appearance, the Personnel Committee will notify the employee in writing whether the committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The committee may delegate such notification to the President of the College.

H. Failure to make timely request for a statement of reasons or to request a conference or committee appearance shall be deemed a waiver of such right. Similarly, the determination of the President for employees with less than five years employment, and the decision of the Personnel Committee for employees with five years or more of employment, following an informal appearance, shall not be grievable.

ARTICLE VII
REDUCTION IN FORCE

A. The Board of Trustees shall have the right to implement a reduction in force and to lay off employees in the event of financial or administrative necessity. The Board shall give written notification to the Federation at least sixty (60) days in advance of implementation of a reduction in force, and at least forty-five (45) days prior to such implementation, the Board shall also give written notice to each employee scheduled to be laid off and each employee who may be laid off as a result of the exercise of seniority rights provided in this article. Within ten (10) days from receipt of written request from the Federation, representatives of the College and the Federation shall meet to discuss proposed layoffs.

B. In the event of a reduction in force, the selection of employees to be laid off shall be a prerogative of management, except that:

(1) Where there is more than one incumbent in the affected job title, the remaining positions in such job title shall be offered in writing to the incumbents who meet the qualifications for the remaining positions, in order of seniority. If any incumbent declines to accept such offer, he/she shall be deemed to have waived rights of seniority under this article, including subparagraph 2.

(2) Where an employee's current position is to be eliminated, such employee shall be entitled to replace an employee with less seniority in a job title of equal or lower grade (but not higher grade), providing:

1. The employee with seniority has within three (3) years prior to notice of layoff, actually performed as an employee of this College, substantially the same job functions as the job title being retained and such

prior performance of substantially the same functions was undertaken for at least one (1) full year; and

- ii. The employee with seniority meets the current qualifications for such other job title; and
- iii. The employee with seniority agrees in writing within ten (10) days from receipt of the job offer, to accept the hours of employment in such other position and a salary which shall be the lesser of (a) the senior employee's current salary, or (b) the maximum salary for the grade of the person to be replaced.

(3) Employees being laid off shall be offered in order of seniority, the right to replace any part-time employee in the same job title.

C. Any offer of employment made by the College under paragraph B must be accepted by the employee in writing within ten (10) days of receipt, or the employee shall be deemed to have waived any further rights of seniority under this article. There shall be no other rights of seniority applicable to reduction in force except as set forth in this article.

D. For a period of one (1) year from the date of layoff, the recall rights of employees who are laid off shall be limited to:

(1) the right in order of seniority to any vacancy in the same job title held at the time of layoff; and

(2) The right in order of seniority to fill a vacancy in a job title of equal or lesser grade (but not higher grade) than the job title held at the time of layoff, providing:

- i. That within three (3) years prior to notice of layoff, the laid off employee actually performed, as an employee of this College, substantially the same job functions as the job title in which such vacancy occurs, and such prior performance of substantially the same functions was undertaken for at least one (1) full year; and

- ii. The employee laid off meets the current qualifications for such other job title; and
- iii. The employee laid off agrees in writing within ten (10) days from receipt of such job offer to accept the hours of employment in such other position and a salary which shall be the lesser of (a) the salary of the returning employee at the time of his/her layoff, or (b) the maximum salary for the grade of the person to be replaced.

(3) The returning employee must actually commence such employment within forty-five (45) days from the date of his/her acceptance of the job offer. Failure to accept any job offer made under this paragraph shall be deemed a waiver of any further right of recall.

E. Any notice required under the provisions of this article to be given by the College to an employee shall be deemed adequately delivered if given to the employee personally or mailed by certified mail to the employee at such employee's last known address as shown on the records of the College. A copy of any layoff or recall notice given by the College under the terms of this article shall be sent to the Federation.

F. With regard to any employee who is recalled, a layoff shall not be considered a break in service under the terms of this agreement, but layoff time shall not be counted toward length of service.

G. For purposes of this article only, the term "seniority" shall mean the length of continuous employment for not less than thirty hours per week, commencing from the date that such employee was first appointed to or promoted to a position included in the Federation bargaining unit, except that for all employees in the bargaining unit on or prior to July 1, 1980

"seniority" shall mean the length of continuous employment for not less than thirty hours per week, commencing from the date such employee was first employed by the College. For ten-month employees in the bargaining unit, the two months not worked shall not be considered a break in service, but such two months shall not be counted toward length of service.

ARTICLE VIII

MAINTENANCE OF OPERATIONS

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

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

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

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

ARTICLE IX

NEGOTIATIONS

The College and the Federation will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the College nor the Federation shall have or exercise control over the selection of the negotiating representatives of the other party, except that no employee who is excluded from the Federation collective bargaining unit shall serve as a negotiating representative for the unit governed by this agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the College and Federation. It is recognized that no final agreement may be executed or become binding without ratification by the Board of Trustees and the Federation.

ARTICLE X

PERSONNEL FILE

A. The College shall maintain one (1) official personnel file for each employee in the bargaining unit. Material relating to initial employment at the College solicited under conditions of confidentiality shall be excluded from the personnel file. Material not placed in the official personnel file, such as notes or memoranda of supervisors, data in the College computer system, or health records shall not be utilized for personnel decisions affecting such employee unless such material is placed in the official personnel file and is thereby available for inspection and written response by the employee.

B. Upon advance written notice, an employee shall have the right to personally examine the contents of his/her official personnel file during College business hours within five working days of such request. At option of such employee, one representative of the Federation may also be present. The employee shall review such file in the presence of a representative of the College, and the employee shall not remove any material from such file. The employee shall initial and date all material reviewed, which initialing shall not be deemed to constitute an approval of the contents of such material. Because of limitations of College personnel, only one employee at a time may review his/her personnel file. If it is not possible, due to the number of requests, to grant such requests within the time specified, the requests will be handled in the order they are received.

C. Upon request of the employee, the College will, without charge to the employee, make one copy of any material in such employee's personnel

file which the employee has not previously received. If a copy of any material in the official personnel file was previously furnished to the employee, the College shall not be obligated to make a copy of same unless the employee agrees to pay the College the expense of duplication at the rate of \$.20 per page.

D. An employee may have inserted into such personnel file his/her written response to any item in the file. An employee may also request in writing that the College remove any material considered obsolete or inappropriate. Such request for removal of material may be granted or denied in writing in the discretion of the appropriate administrator appointed by the College to review such request.

E. Whenever anonymous or signed materials commenting on an employee's performance are deemed appropriate by the College administration for placement in an employee's official personnel file, and the College has not given a copy of same to the employee, written notice of placement of such material in the personnel file shall be given to such employee.

F. The written consent of the employee shall be required prior to release of information to individuals not acting on behalf of the College, except that such information may be released by the College without the prior written consent of the employee in the following instances:

1. Information required pursuant to a Court order or subpoena;
2. Information required by the Department of Higher Education or the Chancellor of Higher Education;
3. Information required by any Federal, state or county governmental agency charged with the responsibility to enforce,

administer or monitor programs or activities of the College;
or

4. College insurance carriers.

Upon receipt of request for information within any of the above-
excepted categories, the College shall notify the employee of such re-
quest, but the College shall nevertheless have the right to release such
information without the employee's consent.

ARTICLE XI

EVALUATION

A. All employees of the bargaining unit shall be formally evaluated pursuant to this article at least once per year. The College reserves the right in all cases to evaluate such employee more than once per year. In all cases of evaluation other than the annual formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

B. The formal evaluation procedure shall be twofold:

1. Administrative Evaluation
2. Self-Evaluation

C. The Dean under which such employee serves shall be entitled to request an administrative evaluation by any supervisory personnel who are in a position to evaluate such employee's performance, except that no individual who is in the Federation bargaining unit shall participate in the administrative evaluation of any employee in the same bargaining unit.

D. Self-evaluation will be presented in writing to the employee's Dean. To be considered, the self-evaluation report must be submitted no later than February 1.

E. A formal evaluation conference shall be scheduled prior to May 1 by the same supervisor designated to write the final administrative evaluation. At such formal evaluation conference, the employee will be given a copy of the final administrative evaluation report and shall have an opportunity to discuss with such supervisor the final administrative evaluation report and the employee's self-evaluation if it was submitted by February 1.

At the formal evaluation conference, the supervisor and the employee shall sign the final evaluation report signifying that such report and the self-evaluation were reviewed and discussed at such conference.

F. All evaluation reports will be maintained in the employee's official personnel file. An employee may append his/her written response to any written evaluation reports in the official personnel file. Any employee who exercises the right of response to his/her formal evaluation shall not be criticized, reproached or reprimanded for having exercised that right, nor shall having exercised such right be considered detrimental in any subsequent evaluation. If, in the opinion of the Dean under whom such employee serves, such response contains statements which exceed fair comment or derogate a supervisor, the Dean shall confer with the employee and such supervisor to evaluate such statements. If, as a result of such conference, the Dean deems such statements to be unjustified, or if the employee declines to attend such conference, such statements then may become subject to reply, criticism and reproach to be included within such employee's official personnel file.

G. The College, in its sole discretion, shall have the right to develop and modify evaluation forms for the administrative evaluation, providing that during a given contract year, the same form is used for each employee in the bargaining unit, and a copy of the form given to the Federation.

H. The substance, opinions and conclusions of any evaluation report shall not be grievable.

ARTICLE XII .

EMPLOYMENT RIGHTS AND RESPONSIBILITIES

A. Whenever any employee believes that disciplinary action may result from an interview with his/her supervisor, director, dean, other administrator of the College or member of the Board, the employee shall have the right to be accompanied by a representative of his/her choice at such interview, providing that the representative so selected shall be available at the interview time which shall be scheduled at least twenty-four (24) hours in advance by the supervisor or other College administrator. The employee shall not be excused from reporting for such interview because of the unavailability of such representative. If the representative selected by the employee is not an employee of the College, the name and occupation of such non-employee shall be given in advance to the College administrator requesting the interview. When advised that the employee is to be represented by a person other than a College employee, the College administrator shall have the right to reschedule the interview and to have the College attorney or other College representative present. Recording devices shall not be used at such interviews.

B. Disciplining of employees shall be at private conferences limited to the employee, his/her representative, and appropriate representatives of the College. Employees shall not be disciplined publicly in the presence of students, or other persons except those representing the College. Nothing contained in this paragraph shall limit the ability of the College to give directions, orders or instructions to employees whether in private or public, nor shall this paragraph limit the right of the College to fully investigate,

gather facts or conduct hearings, administrative proceedings or litigation. The disposition of a disciplinary charge may be given to any third party complainant or other party whose interest is affected thereby, and a copy of such notification shall be given to the employee in question.

C. Within sixty (60) days from initial appointment each new employee, and within ninety (90) days from the execution of this agreement each current employee shall be given, for informational purposes, a written outline of his/her job responsibilities and the name or names of his/her supervisor(s). It shall be the prerogative of management to change, add to and delete functions and job responsibilities and to change an employee's supervisor. Changes in job outlines and/or supervisors shall not be grievable. All job outlines shall include the statement that the College has the right to assign such other duties and responsibilities as the employee's supervisors may direct and deem appropriate. The College shall also have the right to make temporary assignments as provided in Article IV of this agreement even though the functions temporarily assigned are not in the job outline. The employee's supervisor shall notify the employee in writing of any change in supervisor or any substantial change in the job outline. If the employee fails to receive such notification, his/her sole remedy shall be the right to make written request and receive from his/her supervising dean a written clarification of his/her job outline and whether or not such changes, if any, might affect his/her job reclassification or supervisor designation, and to grieve the failure of the dean to provide such clarification.

D. College property and equipment shall not be removed from the campus by an employee without authorization of his/her supervisor. Each employee shall comply with the procedures, rules, and policies of the College concerning

use of College equipment, services and facilities. Employees shall utilize College facilities, equipment, services and personnel only for Collège-related business.

E. Each employee shall report as soon as possible to his/her supervisor any inability to report to work.

F. Lawful private personal activity of an employee shall not be of concern to the College unless it affects the ability of the employee to perform his/her employment duties.

ARTICLE XIII

GRIEVANCE PROCEDURES

A. Purpose and General Procedures

1. The purpose of the grievance procedure set forth in this agreement is to secure, at the lowest level possible, equitable solutions to grievances of employees. Nothing contained in this article shall preclude an employee and his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings as informal and confidential as may be appropriate at each level of such procedure.

2. Failure of a grievant to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and the grievance may proceed within the time limit specified to the next step.

4. The time limits set forth may be mutually extended in writing.

5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties. Whenever an employee is scheduled to participate in a grievance proceeding held during working hours at the request of the College or at the direction of an arbitrator, said employee shall suffer no loss in pay by virtue of such participation.

6. "Days" as referred to in this article shall mean calendar days, including semester recesses, except that holidays established in this agreement shall not be counted. Whenever a time period established in this article ends on a Sunday or holiday recognized in this agreement, the time period shall be extended to the next working day.

7. Any grievance which arose prior to the effective date of this agreement shall be governed by the policies and procedures in effect at the time such grievance arose and shall not be governed by this agreement.

8. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her earned rate established in this agreement. All back pay claims shall be limited to the amount of wages the individual would have otherwise earned from his/her regular employment.

9. Any grievant may be self-represented at all stages of the grievance procedure, or at the option of the grievant, by a representative selected and approved by the Federation, providing the grievant and the Federation are in agreement as to whether the grievance is non-contractual or contractual as defined in this agreement. If the Federation disagrees with a grievant's designation of a grievance as contractual or non-contractual, the Federation shall limit its participation and representation to either the contractual or non-contractual grievance, but not both. When the grievant is not represented by the Federation, the Federation shall have the right to be present at all stages of the grievance procedure, and subject to the limitation in the next sentence, the Federation shall

also have the right to state its views at all stages of such grievance procedure. If the Federation participates in a representative capacity or as a grievant in a separate grievance on the same subject or seeking the same relief as a grievance separately filed by another grievant, the Federation shall not participate in the other grievance, except for the right to be present as an observer, and such other grievant shall have the right to withdraw such grievance without approval of the Federation.

10. All conferences and hearings conducted under any grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and witnesses. Each witness shall only be present during the course of his/her testimony.

11. There shall be no reprisals against any employee by virtue of participation in any grievance. Implementation of a grievance determination, including the upholding of prior disciplinary action, shall not constitute reprisal.

12. A grievance shall not be considered properly filed and shall not be processed unless the grievant, on the form annexed to this agreement, designates the grievance as either a non-contractual or contractual grievance.

13. All grievances and appeals therefrom shall be filed on the grievance and appeal form which is attached to this agreement and made a part hereof.

B. Definitions

1. A contractual grievance is an alleged misinterpretation, misapplication or violation of the express terms of this agreement, but

shall not include:

(a) Those matters which under the law or terms of this agreement are not grievable; or

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section B2 of this article.

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

3. The term "grievant" shall mean an employee, a group of employees, or the Federation.

C. Grievance Steps

Informal Conference - When an employee feels aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such employee shall discuss the grievance informally with his/her immediate supervisor within fifteen (15) days after

the occurrence, or within fifteen (15) days after the grievant should reasonably have known of such occurrence, with the objective of resolving the matter informally. If within fifteen (15) days following the initial informal discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the employee, the grievant may formally submit to the supervising Dean, a Statement of Grievance on the form attached to this agreement under Step I below.

Step I - Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to his/her supervising Dean a Statement of Grievance on the form attached to this agreement and made a part hereof. Within twenty (20) days from his receipt of a Step I grievance, the supervising Dean or his designee shall render a written report of the disposition of the grievance to the grievant. During such twenty (20) days, the Dean or his designee may require one informal conference between the individual grievant and his/her supervisor with the object of resolving the grievance informally.

Step II - In the event the grievant is not satisfied with the grievance decision at Step I, the grievant may, within fifteen (15) days after receipt of the Step I disposition, file with the President of the College written Statement of Appeal on the form attached. The Statement of Appeal shall be accompanied by a copy of the Step I decision. The President or his designee (who shall not be the author of the Step I decision) shall conduct a closed hearing of the grievance appeal. Testimony at the hearing

will be recorded by written notes only. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the grievance appeal within thirty (30) days from his receipt of the Statement of Appeal. Copies of the President's decision shall be given to the individual grievant and to the Federation.

Step III - If the aggrieved party is not satisfied with the disposition of the grievance by the President of the College, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance Appeal, the aggrieved party, if it is not the Federation, may request that the Federation submit the grievance to arbitration. If the Federation desires to submit the grievance to arbitration, it must, within twenty (20) days after receipt by the Federation of the Step II decision of the President of the College, submit such grievance to the American Arbitration Association in accordance with the rules and regulations of such organization. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this agreement, and without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States, and the decisions of the Chancellor of Higher Education and the State Board of Higher Education. The arbitrator shall not issue any monetary award which shall

pre-date the occurrence of the event which gave rise to the grievance, or the date on which the grievant should reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Federation. In the case of non-contractual and statutory-regulatory grievances, the decision of the arbitrator shall be advisory and shall not be binding on either party. In the case of contractual grievances, the decision of the arbitrator shall be binding on the College, the grievant(s) and the Federation. The costs of the services of the arbitrator, including per diem expenses, and the cost of a hearing room shall be borne equally by the College and the Federation. Any other expenses incurred shall be paid by the party incurring same.

D. Election of Remedies

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

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

TYPE GRIEVANCE: CONTRACTUAL NON-CONTRACTUAL STATUTORY-REGULATORY

DATE _____ DATE OF GRIEVANCE _____

STEP I _____ GRIEVANT(s) (Please identify)

STEP II _____ Individual _____

ARBITRATION _____ Group _____

Statement of Grievance _____

Reference Contract Provision(s)

Number of Witnesses to be called (approx. number) _____

Relief Requested _____

College Response(s)

Step I _____

Step II _____

ARTICLE XIV

CIVIL/CRIMINAL CLAIMS

A. The College shall provide legal assistance to any employee assaulted while discharging his/her employment duties, providing that there is no allegation that such employee committed an assault or other criminal act. Absences arising out of or from such assault or injury will not be deducted from the employee's sick leave or personal leave for a period up to the maximum compensable time under the New Jersey Worker's Compensation law.

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

C. An employee who causes personal injury or property damage during the course of activities not authorized by the College shall be personally liable for damages arising therefrom and shall not be entitled to indemnification by the College.

D. The College shall have the right to suspend, with pay, any employee who is charged in a complaint with an indictable offense, and to suspend without pay an employee indicted for a criminal activity, which suspension shall continue until disposition of such criminal charge. Upon

acquittal or dismissal of such charges, the employee shall be entitled to reinstatement, together with retroactive payment for any salary withheld during the period of suspension.

ARTICLE XV

ACADEMIC FREEDOM

A. A professional employee may, without fear of reprisal, communicate information, ideas and opinions necessary and relevant to teaching or educational services which are part of such employee's authorized activities, providing that such employee does not render professional opinions or advice beyond his/her qualifications. A professional employee may not, while rendering teaching or educational services, claim the privilege of communicating or discussing controversial matters which have no relationship to such teaching or educational services. An employee shall not have the right to refuse to communicate with or furnish to his/her supervisor information or College records received or generated while performing employment duties, or to disregard or refuse to comply with the lawful directions of his/her supervisors. Nothing contained in this article shall excuse the performance of assigned employment responsibilities.

B. No employee shall, without prior authorization from his/her supervisor or other non-bargaining unit administrator, publish or orally present opinions or viewpoints in the name of the College. In making extramural remarks, the employee has the obligation to indicate that he/she is not a spokesperson for the College.

ARTICLE XVI

ADDITIONAL EMPLOYMENT

A. Any employee who is offered an adjunct, part-time teaching position or any other employment at the College additional to his/her full-time position shall enter into a separate contract with the office of the College which sponsors such employment. Such separate contract shall govern the terms and conditions of the additional employment.

B. Employees who perform adjunct, part-time teaching or other additional employment for the College during their regular working hours will make up the time by working an equivalent number of extra hours at their regular duties. Employees will be expected to do preparation for adjunct, part-time teaching outside of their regular hours.

C. Occasional guest lectures for the College shall, with the consent of the employee's supervisor, be considered part of an employee's regular duties, and both lecture and preparation time will be included as regular work time.

ARTICLE XVII

SALARY, LONGEVITY, AND PROMOTIONAL INCREMENTS

A. Grade and Classification Schedule

Annexed to this contract as Exhibit B is the grade and classification schedule for job titles in the bargaining unit.

B. Salary Ranges

1. Effective July 1, 1983, the maximum for each salary range in effect for 1982-1983 shall be increased for each grade by 6%. Effective July 1, 1984, the maximum for each salary range shall be increased for each grade by 5%.

2. Annexed to this contract as Exhibit C are the salary range schedules for 1983-1984 and 1984-1985 for the grades listed on Exhibit B.

C. Salary Adjustments

1. Effective July 1, 1983, the annual salary for each member of the bargaining unit who started employment with the College prior to January 1, 1983, in a job title in the bargaining unit and who is still employed by the College and is a member of the bargaining unit on December 21, 1983, the date this agreement was ratified by the Federation shall, for the 1983-1984 year, be computed as follows:

a. The total 1982-1983 base salary exclusive of longevity payments, shall be increased by 6% and then an additional \$400 shall be added, provided that if any employee's projected base salary for the 1983-1984 contract year exceeds the maximum of the 1983-1984 salary range applicable to the employee, then, such employee's base salary shall only be increased to the maximum of the applicable salary range.

2. Effective July 1, 1983, the annual salary for each member of the bargaining unit who was employed in a job title in the bargaining unit

after December 31, 1982 but prior to July 1, 1983, and who was employed by the College as a member of the bargaining unit on December 21, 1983, the date this agreement was ratified by the Federation shall, for the 1983-1984 contract year, be computed as follows:

a. The total 1982-1983 base salary exclusive of longevity payments, shall be increased by 3% and then an additional \$200 shall be added, provided that if any employee's projected base salary for the 1983-1984 contract year exceeds the maximum of the 1983-1984 salary range applicable to the employee, then, such employee's base salary shall only be increased to the maximum of the applicable salary range.

3. Employees who transferred into this bargaining unit or commenced employment after July 1, 1983 shall continue their current base salary levels without increase or adjustment.

4. Effective July 1, 1984, the annual salary for each member of the bargaining unit who started employment with the College prior to January 1, 1984 in a job title in the bargaining unit and who is still employed by the College and is a member of the bargaining unit on July 1, 1984 shall, for the 1984-1985 year, be computed as follows:

a. The total 1983-1984 base salary exclusive of longevity payments shall be increased by 6.5% provided that if any employee's projected base salary for the 1984-1985 contract year exceeds the maximum of the 1984-1985 salary range applicable to the employee, then, such employee's base salary shall only be increased to the maximum of the applicable salary range.

5. Effective July 1, 1984, the annual salary for each member of the bargaining unit who was employed in a job title in the bargaining unit after December 31, 1983 but prior to July 1, 1984, and who is employed by the College as a member of the bargaining unit on July 1, 1984 shall, for the 1984-1985 contract year, be computed as follows:

a. The total 1983-1984 base salary exclusive of longevity payments, shall be increased by 3.25% provided that if any employee's projected base salary for the 1984-1985 contract year exceeds the maximum of the 1984-1985 salary range applicable to the employee, then, such employee's base salary shall only be increased to the maximum of the applicable salary range.

6. Employees who transfer into this bargaining unit or commence employment after July 1, 1984, shall continue their current salary levels without increase or adjustment.

D. Longevity Benefits

1. Eight Years of Service - Members of the bargaining unit who are employed as of December 21, 1983, the date of ratification of this agreement, and who have completed eight years of continuous full time employment with the College on or before June 30th of the preceding contract year shall receive an annual lump sum longevity payment of \$200.

Employees who complete eight years of continuous full time employment with the College during a contract year shall receive a longevity payment prorated over the balance of that contract year for each full month remaining in the contract year. (If the eligibility date occurs before the sixteenth of the month, the month in which the eligibility date occurs shall be counted a full month). Those employees who are or will be eligible for longevity payment on or before December 31st, shall be paid the applicable longevity benefit on the preceding July 31st, and those becoming eligible for the longevity benefit after December 31st, shall receive payment on March 1st.

2. Twelve Years of Service - Members of the bargaining unit who are employed as of December 21, 1983, the date of ratification of this agreement, and who have completed twelve years of continuous full time employment with the College on or before June 30th of the preceding contract year shall receive annually an additional lump sum longevity payment of \$100. Employees who complete twelve years of continuous

full time employment with the College during a contract year, shall receive the longevity payment prorated over the balance of that contract year, for each full month remaining in the contract. If the eligibility date occurs before the 16th of a month, the month in which the eligibility date occurs shall be counted as a full month. Those employees who are or will be eligible for longevity payment on or before December 31st, shall be paid the applicable longevity benefit on the preceding July 31st, and those becoming eligible for the longevity benefit after December 31st, shall receive payment on March 1st.

3. Longevity payments shall not be considered part of base salary for purposes of determining salary adjustments under subparagraph C above, and therefore longevity payments shall not be limited by the maximum on the salary ranges set forth on Exhibit C.

E. Promotional Increments

Those members of the bargaining unit who are promoted to a job title in a higher grade than the one previously held shall be entitled to the minimum salary of the new salary range applicable to the employee or to his/her previous salary plus the increment specified on the annexed Exhibit D (Schedule of Promotional Increments), whichever is greater. In the event that a promotion occurs on or after July 1st of the current contract year, the annual salary adjustment determined according to paragraph C above (if the employee is eligible for it) shall be computed on the basis of the salary for the previous contract year without taking the promotion into account. Such employee shall then receive the appropriate promotional increment as defined above. A transfer from employment outside the bargaining unit to a job title within the Federation bargaining unit shall not be deemed a promotion for purposes of this subparagraph.

ARTICLE XVIII

COMPENSATORY TIME AND OVERTIME

A. Regular Workweek

For the annual salaries established in this agreement, the regular workweek of each employee in the Federation bargaining unit shall consist of thirty-five (35) hours, except that for such annual salaries the regular workweek of the following job titles shall consist of forty (40) hours:

- 1) Supervisor, Systems and Maintenance
- 2) Supervisor, Custodial Services
- 3) Custodial Supervisor (Shifts)
- 4) Supervisor, Grounds
- 5) Lieutenant, Security

The defined regular workweek shall be exclusive of meal periods. The College administration, excluding bargaining unit members, shall have the right to schedule and require services of employees beyond the regular workweek, provided the employee receives compensatory time, premium payment or overtime payment as provided in this article. Attendance at commencement exercises shall be without credit for compensatory time, overtime or premium payment except for those scheduled to perform their normal work functions.

B. Scheduling of Work Hours

The administrative and professional responsibilities of employees in this bargaining unit are such that the scheduling of their services by the College must be flexible in order to accommodate the varying needs of the College. Accordingly, non-bargaining unit supervisors of such employee shall have the right to schedule regular hours of employment of an employee during the day or evening, on no more than five (5) days from Monday through

Saturday, except that no employee may be regularly scheduled to work more than two (2) evenings each week without the consent of such employee. For purposes of this paragraph, evening employment is defined as time worked after 6:00 p.m. Nothing contained in this paragraph shall limit the employer's right to require the occasional scheduling of evening assignments on more than two (2) evenings per week. The limitations in this paragraph on scheduling of employment on Sundays and more than two (2) evenings per week shall not apply to the Custodial Supervisor (Shifts), Facilities Manager, Cultural Affairs Coordinator, Trainer, or Planetarium Coordinator who may be scheduled without limitation on Sundays and evenings.

C. Meal Periods and Allowances

Each thirty-five (35) hour employee shall be assigned one (1) unpaid meal period by his/her immediate supervisor during each seven (7) consecutively scheduled hours of work. Each forty (40) hour employee shall be assigned one (1) unpaid meal period by his/her immediate supervisor during each eight (8) consecutively scheduled hours of work. A second meal period shall be assigned by the immediate supervisor during each work day of ten (10) consecutive hours for thirty-five hour employees, or during each work day of eleven (11) consecutive hours for forty-hour employees. Meal periods shall not be considered a break in service. Such meal periods shall not be less than one-half (1/2) hour nor more than one (1) hour in the discretion of the supervisor, except for additional time when College cafeterias are closed. Commencing when this contract is ratified by the Board of Trustees, whenever an employee is required by his/her supervisor to defer a meal period to a time when the College cafeterias are closed,

such employee, without reducing his/her regular workweek, shall be given an additional one-half (1/2) hour to obtain a meal off campus. An employee who is entitled under this paragraph to a second meal period in a work day shall be paid SEVEN DOLLARS (\$7) as a meal allowance for the second meal only.

D. Compensatory Time

Effective from and after the date this agreement is ratified by the Board of Trustees, employees whose regular workweek is thirty-five (35) hours shall, in lieu of additional compensation, earn one (1) hour of compensatory time for each hour actually worked per week in excess of thirty-five (35), and one and one-half (1-1/2) hours of compensatory time for each hour worked per week in excess of forty-five (45). All additional work assignments in excess of thirty-five (35) hours must be authorized by the employee's supervisor, and any such additional work assignment which is likely to exceed the regular workweek of such employee by more than one (1) hour must be authorized in advance by such employee's supervisor. If an employee undertakes an additional work assignment after being directed not to do so by his/her supervisor, the employee shall not receive credit for such additional work assignment.

E. Overtime

Employees whose regular workweek is forty (40) hours shall, from and after the date this agreement is ratified by the Board of Trustees, be entitled to overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked

in excess of forty (40) hours in a payroll week, except as limited by section F of this article. Payment for overtime shall be made by the end of the second payroll period following the date on which the overtime was worked. All additional overtime work in excess of forty (40) hours must be approved by the employee's supervisor, and any such additional overtime work which is likely to exceed the regular work week of such employee by more than one (1) hour must be authorized in advance by such employee's supervisor. If an employee undertakes overtime work after being directed not to do so by his/her supervisor, the employee shall not receive credit for such overtime work.

F. Exclusions of Certain Leave Time

All hours for which compensation is paid shall be counted for overtime pay entitlement for 40-hour employees, except sick leave, personal days and Federation business. All hours for which compensation is paid shall be counted for the first ten (10) hours of compensatory time entitlement for 35-hour employees. However, for purposes of computing the 45-hour threshold for entitlement of 35-hour employees to the "time and a half" comp-time rate, leave time for Federation business, personal days, and compensatory leave time requested by the employee shall not be counted. Holidays declared and recognized by the College, whether worked or not, shall be counted for purposes of computing compensatory time and overtime pay.

G. Call In and Call Back Time

If an employee is called in to work on any day which such employee is regularly scheduled to be off, or is called in to work before his/her

regularly scheduled work day, or after having completed his/her regularly scheduled work day and having left the premises, such employee shall receive credit for having worked a minimum of four (4) hours. The provisions of this paragraph shall not apply to pre or post shift hours which are contiguous to the work day, meaning less than a one-half (1/2) hour break between the commencement or termination of the employee's regularly scheduled duties and the call in duty.

H. Premium Pay

Premium pay as used in this article means compensation at the rate of two times the employee's regular hourly rate of pay. Effective on the date this agreement is ratified by the Board of Trustees, employees whose regular workweek does not include Sunday shall be eligible for premium pay for hours actually worked on Sunday after 2:00 a.m., provided that such employee during that workweek has actually worked the minimum regular workweek as defined in this article. If an employee works the minimum regular workweek set forth in this article, such employee shall be entitled to premium pay for each hour worked on the Sunday falling within such workweek. The provisions of this paragraph shall not apply to the Facilities Manager, Trainer, and Coordinator of Cultural Affairs. Compensatory time leave requested by the employee, vacation, personal leave and leave for Federation business shall not be counted for purposes of determining the minimum regular workweek under this paragraph. However, College-recognized holidays and time off when college operations are cancelled shall be counted towards the minimum regular workweek under this paragraph. Also effective after this agreement is ratified by the Board of Trustees, employees shall be entitled to premium pay for hours actually worked during days when the College has both cancelled

classes and generally excused employees because of an occurrence which lawfully necessitates cancellation of College operations, and for hours an employee is required to work on a holiday to which such employee is entitled under Article XXIII of this agreement. Premium time shall be deemed earned in the month in which such Sunday, closing or holiday falls. Payment of premium rates shall not be duplicated for the same day and the maximum rate of compensation shall not exceed two times regular hourly rates. Any Sunday worked shall not be counted towards overtime or premium pay in any subsequent time period.

I. Computation of Hourly Rate

The hourly rate of pay for employees whose regular workweek consists of thirty-five (35) hours shall be determined during the 1983-1984 contract year by dividing 1,827 into the annual salary, and in the 1984-1985 contract year by dividing 1,820 into the annual salary.

The hourly rate of pay for employees whose regular workweek consists of forty (40) hours shall be determined during the 1983-1984 contract year by dividing 2,088 into the annual salary, and in the 1984-1985 contract year by dividing 2,080 into the annual salary.

The hourly rate of the Facilities Manager and Trainer shall be determined for the contract year by dividing (1,512) into the annual salary for such position.

J. Scheduling of Compensatory Time

An employee shall be entitled to a leave with pay to the extent of earned compensatory time. The request of an employee to schedule compensatory time leave must receive the prior approval of a supervisor not in the bargaining unit to assure that the scheduling of compensatory time leave will not occur during a critical time period or otherwise disrupt essential services. In the absence of a request from the employee to utilize accumulated compensatory time, a supervisor not in the bargaining unit shall have the right to require the employee to schedule a compensatory time leave during a period designated by the supervisor.

K. Accumulation and Payment for Unused Compensatory Time

An employee shall be paid for any unused compensatory time accumulated as of June 30 in excess of ten (10) hours unless the employee elects to carry over the excess to the next fiscal year. Payment for such excess accumulated compensatory time shall be made on or before August 1 at such employee's straight time hourly rate as of June 30 and not at the hourly rate on the date of payment. An employee may elect to carry over into the following fiscal year accumulated unused compensatory leave up to thirty-five (35) hours. An employee who elects to carry over into the following fiscal year accumulated unused compensatory leave in excess of ten (10) hours must notify his or her supervisor of the election in writing no later than June 30 of the fiscal year in which the leave was earned. On termination of employment, payment shall be made for accumulated unused compensatory time at the straight time hourly rate as of the date of termination, except that there shall be no entitlement to payment for unused compensatory time where an employee elects to terminate his/her employment and fails to provide the termination notice as required in Article XXIV (sub-paragraph G) of this agreement.

L. Recording and Computation of Time Worked

All employees in the bargaining unit shall be required to record in writing and accurately account for time worked on time records furnished by the College, which time records must be submitted to and approved by the employee's supervisor prior to submission to the College payroll department. The form used in recording time for all employees in the bargaining unit shall be the same. In making any computation of time worked under the provisions of this article, the following rules shall apply:

- 1) Zero (0) to fifteen (15) minutes - zero (0) minutes
- 2) Sixteen (16) to thirty (30) minutes - thirty (30) minutes.
- 3) Thirty-one (31) to Sixty (60) minutes - sixty (60) minutes.

M. Definition of "Workweek"

The term workweek, wherever used in this article, shall mean a payroll week.

N. Application of Article to Part-Time Unit Members

Part-time bargaining unit employees entitlement to compensatory time, overtime or premium time under this article shall be determined by assuming that the regular workweek for such part-time employee is the same as the regular workweek for a full-time position in such job title, i.e., 35-hour category or 40-hour category. Any additional hours worked by such part-time employee up to the regular workweek for such job title shall be paid at straight time hourly rate. Thresholds for entitlement to compensatory time, overtime or premium time shall be the same for part-time bargaining unit employees as it is under this article for full-time employees in the same job title.

ARTICLE XIX

FEDERATION RIGHTS AND RESPONSIBILITIES

A. The Federation shall be permitted to transact Federation business on campus, provided that it shall in no way interfere with the College operations or the scheduled duties and/or work hours of employees. Officers and employees of Federation affiliates shall have access to the campus to assist the Federation at its request. The Federation shall be entitled to use appropriate space on campus designated by the College, provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties or working hours of employees.

B. The College shall install one bulletin board approximately three feet square in a permanent location in each College-owned building. The Federation will be advised of the proposed locations of such bulletin boards as designated by the Dean of Administration. If the Federation declines any or all of such proposed locations, the College shall be under no obligation to install those bulletin boards declined by the Federation. Such bulletin boards shall be used solely for posting notices and other materials relating to Federation activities. The Federation shall reimburse the College for the cost and installation charges of each such bulletin board. All materials posted shall relate to official business of the Federation and shall be signed by an appropriate official of the Federation. The President of the Federation shall advise the Dean of Administration in

writing of the name of the person who is responsible during the term of the agreement for the content and utilization of Federation bulletin boards.

C. Whenever any employee in the bargaining unit is mutually scheduled to participate during working hours in grievance proceedings, negotiations or meetings of College Standing Committees or the joint committee established in this agreement, or meetings scheduled by the President of the College, the employee shall suffer no loss of pay, and shall not be charged with leave time.

D. The Federation shall have the right, with the permission of the Dean of Administration or his designee, to use on campus College typewriters, photocopy machines, calculating machines and audiovisual equipment, at reasonable times when such equipment is not otherwise required for College operation. Permission will be granted for the use of such equipment, provided a person trained and experienced in the use and operation of such equipment is in attendance. The Federation shall provide all materials and supplies incidental to such use. Access to photocopy equipment shall require use of a counter device and the Federation agrees to pay five cents per copy made on College photocopying equipment. The Federation shall be responsible for any damage resulting from misuse or abuse of such equipment by the Federation.

E. The Federation President may take up to three (3) days leave with pay during each contract year to devote to Federation business or he/she may transfer any portion of such three-day leave to one other unit member designated each year by the Federation President. If, pursuant to statute, either the Federation President or the person designated to share the leave

under this paragraph attend any conference or meeting of a labor organization, the time spent to attend such convention or meeting shall reduce the leave otherwise available under this paragraph. Leave under this paragraph shall not be taken in less than one-half day units and shall be in addition to personal leave granted in this agreement.

F. The Federation may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for Federation business.

G. The College will provide the Federation with a file cabinet and an internal phone with access to New Jersey area codes. The Federation shall be responsible for payment of all toll calls.

H. The President of the College shall appoint from a list of nominees provided by the Federation on or before September 15, a representative of the Federation as a voting member of each standing committee of the President's College Council except for the Accreditation Committee. The list of nominees shall contain no fewer names than twice the number of standing committees. The Federation shall also have the right to have one observer present at meetings of the President's College Council and at meetings of the Professional Administrative Personnel Sabbatical Leave Committee, but such observer shall not participate. At least one of the members of the Accreditation Committee appointed by the President of the College shall be from a list of five nominees submitted by the Federation on or before September 15; however, such appointee shall not be deemed a Federation representative. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of

the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Federation representatives shall serve at the pleasure of the President of the College, and the President's acts of appointment and replacement in this regard shall not be subject to grievance procedures.

I. Within a reasonable time after minutes of all public meetings of the Board of Trustees have been approved, one copy of such minutes shall be forwarded to the President of the Federation.

J. Any employment contract between the Board and any employee shall be consistent with the terms and conditions of this agreement.

K. The College, at its expense, shall print a sufficient number of copies of this agreement so that each employee in the bargaining unit may be provided with one copy, and twenty additional copies shall be provided to the Federation.

L. The Federation shall be responsible for acquainting its members and those other employees it represents with the provisions of this agreement and shall, insofar as possible, be responsible for adherence to the provisions of this agreement by its members during the life of this agreement.

ARTICLE XX

RETIREMENT

A. Eligibility and enrollment in public employee retirement plans is governed by the New Jersey Division of Pensions. The College shall continue funding such programs in accordance with New Jersey law and the regulations of the Division of Pensions.

B. Where such laws or regulations provide employees with options to transfer, the College will process such applications for transfer as the employee may elect.

C. All new employees must be enrolled in either the Alternate Benefit Program or the Public Employees Retirement System consistent with the aforesaid laws and regulations.

D. If the College is advised by the Division of Pensions of changes in enrollment eligibility, the College shall so advise the Federation within thirty (30) calendar days.

ARTICLE XXI

CLAIMS TO TENURE

Rights of tenure, if any, shall be governed by the laws of the State of New Jersey, the regulations of the Department of Higher Education, and the decisions of the Chancellor of Higher Education and the Courts of the State of New Jersey. Nothing in this agreement shall abrogate claims to tenure by those employees holding a concurrent academic rank, nor shall any provision of this agreement be deemed or interpreted to recognize a claim to tenure or to confer tenure.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT

A. An employee may make written request to his/her supervisor for approval to alter his/her regular employment schedule to attend a course of academic study at the expense of the employee. The Dean or his/her designee, in his absolute discretion, may approve such request in writing, providing the Dean or his/her designee is satisfied that:

1. such activity will not impair the operation of the College or the employment responsibility of the employee; and
2. the employee has agreed to make up during specified times any release time so granted; and
3. the activity will improve the job performance or qualifications of the employee in the area of his/her employment at the College.

B. Whenever an employee either seeks permission or is required to attend a course of academic study, a seminar, participate in activities of professional development, attend a conference, College night, or professional association meetings, he/she must obtain prior written approval from the supervising Dean or his/her designee of projected daily expenditures for travel, food or lodging.

C. If the supervising Dean or his/her designee approves in writing a request that an employee engage in a course of academic study, a seminar, or participate in activities of professional development which the Dean or his/her designee is satisfied will enhance such individual's job performance, the employee's regular salary will be continued during the days devoted to such activity, but the employee shall not be entitled to overtime, additional compensation or compensatory time for such activity.

Within sixty (60) days after submission of an itemized voucher, the College shall reimburse the employee for:

1. tuition or other enrollment charge; and
2. the cost of course materials; and
3. travel, food, or lodging expenses not exceeding the projected expenditures given prior approval by the supervising Dean or his/her designee.

D. If the supervising Dean or his/her designee deems it requisite to an employee's satisfactory job performance or continued employment, that such employee attend a seminar conference, College night or other similar professional meeting, the employee shall be required to so attend as part of his/her regular job responsibility, providing the College agrees to pay the tuition or enrollment charge and the projected daily expenditures for travel, food and lodging as submitted by the employee in advance pursuant to paragraph B of this article.

E. Tuition Waiver

The College shall waive tuition charges on a space available basis for employees covered by this agreement, their spouses, children, and step-children who meet the College's admission standards. Those entitled to tuition waiver may enroll in credit courses at the County College of Morris up to a maximum of 15 credits per fiscal year (and to a maximum of 18 credits per fiscal year commencing July 1, 1984) allocated to the employee, spouse and children as a combined unit, and not to each. Other fees and charges incidental to the course shall be paid by the employee or registrant.

F. Tuition Reimbursement

1. Within the fund limitations set forth in this subparagraph the College agrees to reimburse employees covered by this agreement for tuition costs of courses taken at an accredited institution of higher education,

which have been approved in advance by the division Dean. The Dean must be satisfied that the proposed academic course is relevant to the employee's responsibilities at the College and will not interfere with the performance of the individual's employment responsibilities. Such tuition reimbursement will be limited to four academic credits per fiscal year at the maximum in-state per credit tuition rate of Rutgers, the State University. The total fund available for the 1983-1984 contract year for tuition reimbursement to bargaining unit members shall be limited to \$3,000, and any unexpended portion of the fund shall not be carried forward to the following fiscal year.

2. In order to be eligible for payment of tuition reimbursement for courses previously approved by the Dean, the employee must present, no later than July 15, an itemized claim to the Director of Human Resources together with an official transcript verifying that the course has been satisfactorily completed. Failure to present the claim and official transcript before July 15 shall exclude the employee from eligibility for tuition reimbursement even though prior approval was obtained from the Dean. If the total eligible claims received by June 30 exceed the applicable fund specified in subparagraph 1 or 3 of this provision, the actual amount of reimbursement per eligible credit hour shall be determined by dividing the number of eligible credits (subject to the 4 credit limitation) into the total fund set aside for tuition reimbursement. The resulting per credit amount shall be no more than the maximum in-state per credit tuition rate of Rutgers, the State University. Reimbursement payments shall be made to eligible employees on or before August 15.

3. Effective July 1, 1984, the total fund available for the 1984-1985 contract year for tuition reimbursement to bargaining unit members as set forth above shall be limited to \$4,000 and any unexpended portion of the fund shall not be carried forward to the following fiscal year.

ARTICLE XXIII

HOLIDAYS

A. The following days shall be paid holidays for employees in the bargaining unit:

1. New Years Day
2. Washington's Birthday (third Monday in February)
3. Good Friday
4. Memorial Day (fourth Monday in May)
5. Independence Day
6. Labor Day
7. Columbus Day (second Monday in October)
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

B. Floating Holiday:

One holiday as a floating holiday may be scheduled each contract year with the approval of the supervisor so as not to affect necessary college operations. Employees not taking such floating holiday for reasons other than inability to have their supervisor designate an approved date, shall not be entitled to accumulate such day after June 30 of each fiscal year, nor to compensation for unused floating holiday on termination of employment.

C. Martin Luther King's Birthday or the Day Following Thanksgiving:

Employees in the bargaining unit shall be entitled to Martin Luther King's Birthday as a paid holiday or, in substitution therefore, employees may take the day following Thanksgiving in the same contract year as a paid holiday. Since it is anticipated that most employees will elect to substitute the day following Thanksgiving for Martin Luther King's Birthday, any employee intending to work on the day following Thanksgiving must give written notice to his or her supervisor of such intent not later than November 1st. In no event shall any employee be paid in the same contract year for both the day following Thanksgiving and Martin Luther King's Birthday.

D. In the event that one of the above holidays listed in A, above, or Martin Luther King's Birthday falls on a Saturday, it shall be celebrated on Friday, or in the event that it falls on a Sunday, it shall be celebrated on Monday.

E. If the College calendar indicates that classes are to be held on a day which under Paragraph A or C above is recognized as a paid holiday, the College shall have the right to require some or all employees to report for work on such holiday, providing the Administration designates an alternate day, within the same month in which the holiday occurs, on which such employees shall not be required to report for work. Under the circumstances described, it is the intent of the parties that the College shall have the right to stagger the holiday scheduling so that a partial work force within each department will be available on days when classes are in session to assure maintenance of College operations.

F. If a part-time employee in the bargaining unit is regularly scheduled to work on a holiday mentioned in paragraph A or C, such part-time employee shall be paid for those hours he/she was scheduled to work on such holiday.

ARTICLE XXIV

VACATION

A. To be eligible for vacation benefits, full and part-time employees must be employed by the College (actually working or on a paid leave not exceeding six months) for more than fifteen (15) calendar days in any month to earn credit for that month.

B. Full-time employees shall begin earning vacation benefits upon employment at the rate of 1.8 days (22 days per fiscal year), except that part-time employees in the bargaining unit shall earn vacation benefits upon employment at the rate of one day per month up to a maximum of twelve (12) per year.

C. Upon the completion of ten (10) years of service to the College, employees shall begin earning vacation benefits at the rate of two (2) days per month (24 days per fiscal year).

D. After the initial six (6) months of employment, vacation days must be scheduled and taken upon accrual or during the fiscal year following that in which they were earned. Requests to carry unused vacation days beyond this period must have the prior written approval of the employee's supervising Dean or his/her designee. No unused vacation days in excess of forty-four (44) may be carried into the next fiscal year, and if vacation days in excess of forty-four (44) are not utilized during the current fiscal year, the right to use or receive vacation days in excess of forty-four (44) shall be deemed waived and released as of the last day of the current fiscal year.

E. When a holiday designated on the College calendar or subsequently

declared by the College falls on any day of the week during which an employee is on vacation, the employee will receive an additional day at a time mutually acceptable to the employee and his/her immediate supervisor. When the College is required to cancel operations due to an emergency or inclement weather, such closing is understood not to be a holiday. An employee on vacation or other leave of absence shall not be entitled to additional vacation benefits, or additional compensation, compensatory time or leave time because an emergency closing of the College occurs during such vacation or leave of absence.

F. Requests for scheduling of vacations of periods longer than two (2) working days shall be made at least thirty (30) days in advance to the supervising Dean or his/her designee. This requirement may be shortened or waived at the discretion of the supervising Dean or his/her designee. Prior approval for the scheduling of vacation time must be obtained from the supervising Dean or his/her designee, after due consideration of the needs and efficient operation of the College. Vacations may not be scheduled in units of less than one-half (1/2) day.

G. Upon termination of employment after the initial six (6) months of employment, an employee shall be paid for all unused vacation accrued, up to forty-four (44) days, at the salary rate of the last day of employment, provided that the employee has given fifteen (15) days prior notice of termination. The College may waive or shorten this period of prior notice at the discretion of the employee's supervising Dean or his/her designee.

ARTICLE XXV
FRINGE BENEFITS

A. Travel Expense

Whenever an employee has received approval to use his/her own automobile for approved College-related business, he/she shall be compensated at the rate of 20 cents per mile for the most direct route of such travel. Tolls and any out-of-pocket expenses during such travel shall be reimbursed when supported by receipts.

B. M.C.I.R.A.

The Board shall contribute the amount necessary to cover fully the expense of membership in the Morris County Industrial Recreation Association.

C. Bookstore Discount

Employees shall be able to purchase, for their own use, merchandise and/or one copy of a book at the College bookstore at a 15 percent discount on all non-sale items provided a 15% markup exists, and provided the total purchase exceeds five dollars (\$5.00).

ARTICLE XXVI

LEAVE OF ABSENCE

A. Personal Leave

After completion of the probationary period, each employee in the bargaining unit shall be allowed three (3) days [two (2) days for part-time employees as defined in Article I] of personal leave per contract year with full pay. Personal leave is defined as leave for the purpose of attending to an urgent personal responsibility which cannot be scheduled during non-working hours or for purposes of observing religious holidays. Whenever possible, the employee must submit to the supervising Dean or the Dean's designee a written notice of intent to take a personal day at least five (5) days in advance of the day intended to be taken. If circumstances do not permit the employee to submit advance written notice, he/she shall submit a follow-up memorandum confirming that a personal day was taken, in order to be paid for that day. The Dean shall determine whether or not the personal leave is for purposes permitted in this subparagraph. If the Dean determines that the provisions of this subparagraph do not permit the requested personal leave, his decision shall not be grievable. Personal leave is not intended to be used to extend other types of leave provided in this agreement. Unused personal leave shall not accumulate after the expiration of the contract year, nor shall unused personal leave be compensated upon termination of employment or retirement. When an employee is absent from employment, either voluntarily or under subpoena, to participate as a litigant or witness in any proceeding, judicial or otherwise, in which the employee or the Federation is an interested party, and the College is an interested party, such absence shall not be allowed as a personal leave. Notwithstanding the foregoing, an employee will suffer no loss of compensation when testifying under subpoena

issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, provided such third party is not an employee of the College or a bargaining representative of an employee of the College.

B. Sick Leave

1. Entitlement

An employee shall be allowed sick leave as limited below when during a regularly scheduled work day for such employee he/she is unable to perform his/her work due to personal illness, injury, or the necessity to care for an ill child not over 12 years of age who resides in the household of an employee and is the dependent of the employee. Days available for sick leave with pay shall accrue to each employee on the basis of one day for each full month of employment, but in no event shall sick leave days exceed eight (8) per contract year for part-time employees as defined in Article I. Accrued days for sick leave not used in the contract year (July 1 through June 30) shall accumulate and be available for use during subsequent College employment. Sick leave shall not be recognized for less than a one-half day. If an employee has utilized all accrued sick leave, he/she shall cease receiving pay, but shall continue to be eligible to receive any insurance benefits provided under insurance plans applicable to such employee. The College may require a doctor's certificate for approved sick leave, or to verify satisfactory recovery following sick leave. The President of the College has the discretion to extend sick leave with or without pay. The decision on a request for extension of sick leave shall not be grievable.

2. Pay Out of Accumulated Sick Leave

An employee who is 60 years of age or older who elects to retire shall be eligible for payment of accumulated sick leave providing such employee has been employed by the College for not less than ten (10) continuous

years as of the date of retirement. An eligible retired employee shall be entitled to receive from the College payment for fifty percent of unused sick days accumulated over the continuous period of employment immediately preceding retirement, but not to exceed the maximum benefit limitation set forth below. Any employee whose employment is terminated for a reason other than just cause, after completion of fifteen (15) years of employment by the College but prior to eligibility for retirement under this subparagraph, shall, upon termination of employment be entitled to receive from the College payment for twenty-five percent of unused sick leave accumulated during such continuous period of employment, but not to exceed the maximum benefit limitation set forth below. For purposes of this subparagraph only, an approved leave of absence will not be deemed a break in continuous employment service, but the period of such leave shall not be counted towards the ten and fifteen year thresholds required for eligibility under this subparagraph.

All sick leave payments under this subparagraph shall be computed at the employee's hourly rate of compensation as of the date of retirement or termination of employment. Under no circumstances shall the College's payment for unused sick leave under this subparagraph exceed the sum of \$2,500.00 to one individual.

C. Bereavement

An employee shall be entitled to up to five (5) days bereavement leave with pay in the event of the death of such employee's spouse, child, parent, father-in-law, mother-in-law, brother or sister. Similar request may be made in the event of the death of a member of the immediate family in such employee's household.

D. Military Leave

An employee inducted into the armed forces of the United States during the period of this agreement shall have the right to reinstatement to his/her former position at the termination of such military service, provided that within ninety (90) days from the date of separation, other than dishonorable discharge, the employee applies to the College for reinstatement. Time spent during such inducted military service shall be treated as an unpaid leave of absence during which the employee shall not be entitled to any form of compensation. The employee returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning employee shall be afforded all other rights provided by applicable statutes, including N.J.S.A. 18A:6-33. An employee who is a member of a reserve unit of the United States Armed Forces, when called for regular or special reserve duty, will be granted leave up to ten (10) consecutive working days to fulfill such duty provided that the National Guard or the United States Armed Forces reserve requires the employee to be on duty on his/her regularly scheduled work days. The College, upon full disclosure by the employee, will compensate the employee with the difference in pay, if any, during such period of leave.

E. Jury Duty

When an employee is called for jury duty, he/she shall be given a leave for the term of such jury duty provided notice of jury duty is presented to his/her supervisor immediately upon receipt of same. Whenever an employee on jury duty has been excused by the Judge or other duly authorized Court officer prior to 12:30 p.m., the employee shall work one-half of his regular work day, but no later than the end of his/her regular work day. While serving on jury duty, the employee shall be paid his/her regular salary and shall transmit to the College such daily jury

duty fee as may be paid by the Court, less any reimbursement allowed by the Court for transportation and meals for such jury duty.

F. Government Service Leave

An employee elected or appointed to a full-time paid public office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such county, state or federal office. The time spent on this leave shall not be considered a break in service under the terms of this agreement, but shall not be counted as regular service for purposes of promotion, increases in salary, seniority, length of service, retirement or any other ancillary or fringe benefits, except as may be otherwise provided by applicable law. Upon timely return from unpaid leave, the employee shall retain the same seniority that he/she held prior to the commencement of the leave.

G. Maternity Leave

A pregnant employee may apply for one of the following two maternity leaves of absence:

- (1) A leave of six (6) months; or
- (2) A leave which shall terminate on the June 30 or the December 31 after the commencement of the leave, whichever is later.

Maternity leave shall be without pay or fringe benefits, except as hereinafter specified. A request for maternity leave shall be made in writing to the supervising Dean at least sixty (60) days prior to the date the leave is to become effective unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. Employees on maternity leave shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. At the time that such leave is requested, the

pregnant employee shall also indicate in writing whether or not all or any part of the employee's accumulated sick leave will be applied towards the maternity leave. Employees who wish to return to work prior to the termination of the leave shall give to the supervising Dean at least thirty (30) days advance written notice of the date of return to employment. The supervising Dean shall, at his/her discretion, accept the early return of the employee but the decision shall not be grievable. Retirement and medical benefits shall be granted during the period of maternity leave in conformance with the laws, rules and regulations established by appropriate state departments. The College shall have the right to require certification from the employee's physician that she is physically able to return to duty. Written request for extension of the maternity leave may be made to the supervising Dean provided that such request is accompanied by a certification from the attending physician that the employee is physically unable to return to duty, and further provided that no extension of the maternity leave may go beyond one year from the date the leave first commenced. Should the total maternity leave exceed six (6) months, the employee shall not be eligible for the salary adjustment or increase applicable to the fiscal year following the termination of the maternity leave. The time spent on unpaid maternity leave shall not be considered a break in service, but shall not be counted as regular service for purposes of promotion, seniority, length of service or any other ancillary or fringe benefits, except as herein provided, and except as may be otherwise provided by applicable law. Upon timely return from unpaid maternity leave, the employee shall retain the same seniority that she held at the commencement of such leave.

H. Family Illness

1. Upon a request submitted to the Personnel Department, through his/her immediate supervisor, up to four (4) days leave [up to three (3) days for part-time employees as defined in Article I] with pay may be granted in each contract year to an employee in the event of hospitalization, post-hospitalization convalescence or urgent medical care by a physician for an employee's spouse, child, parent, father-in-law, mother-in-law, brother or sister. The College may require for approval of such absence certification from a physician of such hospitalization, post-hospitalization convalescence or urgent medical care by a physician. In the event of extenuating circumstances, consideration will be given by the College to an extension of such leave with or without pay in the sole discretion of the College.

I. Special Purpose Leave

Leave of absence without pay for special purposes may be granted by the President of the College upon written application of the employee, after favorable recommendation of such leave by the employee's supervisor and supervising Dean. Insofar as possible, within ten (10) days after receipt of such request by the College President, the employee shall be notified of the disposition of his/her request. Decisions of the College with regard to a special purpose leave request shall not be arbitrable. The time spent on this leave shall not be deemed a break in service under the terms of this agreement, but where the leave extends beyond six (6) months, shall not be counted as regular service for purposes of promotion, increases in salary, seniority, length of service, retirement, or any other ancillary or fringe benefits except as may be otherwise provided by applicable law. Upon timely return from unpaid leave, the employee shall retain the same seniority that he/she held prior to the commencement of the leave.

ARTICLE XXVII

SABBATICAL LEAVE

A. Period and Salary

Regular sabbatical leaves are awarded for either one (1) academic semester (not to exceed five months) at full pay or two (2) academic semesters (not to exceed one continuous ten-month period) at half pay. "Mini" sabbaticals are awarded for not less than one (1) month and not more than three (3) months at full pay. At the time of application, applicants are required to include the specific dates desired for the sabbatical leave. The College will consider the needs and wishes of the applicant with respect to the timing of the leave, but reserves the right to adjust or defer the leave in accordance with the needs of the College for the applicant's services. Salary payments will be made once every two weeks during the leave.

B. Purpose and Use

Sabbatical leaves are awarded by the Board of Trustees to selected employees to foster their creative activities related to services rendered by the administrative area (academic, student, administration) in which they are employed, which activities will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, writing in completion of a degree, scholarly research, writing for publication, or other intellectual activities relevant to and designed to enhance the recipient's value to the College. Except as provided in Paragraph F of this article, sabbatical leave recipients shall not engage in any remunerative employment while on leave other than acceptance of fellowships, scholarships or similar grants awarded to accomplish the stated purpose of the leave.

C. Eligibility

Eligibility to apply for regular sabbatical leaves shall be limited to those employees who have completed at least six (6) consecutive years of full time active employment with the College subsequent to the expiration date of any previous regular sabbatical leave granted by the College. Eligibility for "mini" sabbatical leaves shall be limited to those employees who have completed six (6) consecutive years of full time employment with the College and who have not been on a "mini" sabbatical leave during the previous three (3) years. No more than two (2) employees from the same administrative area of the College shall be on a sabbatical leave at the same time.

D. Sabbatical Leave Committee

There shall be an Academic Administrative Personnel Sabbatical Leave Committee consisting of six (6) members. The committee shall be composed of one (1) member from each administrative area elected at large, and one (1) member from each administrative area elected by the employees in that area. Committee members shall serve a two (2) year term commencing July 1, except that in the first year of committee operation the three (3) at large members shall be elected for a one-year term. Vacancies occurring on the Committee during an unexpired term shall be filled for the balance of the unexpired term by means of the same election process by which the original member was elected.

E. Application Procedure

Sabbatical leave proposals will be received at stated intervals during the academic year preceding the year in which the leaves are to be taken. October 15 and April 15 are established as the dates for receipt of sabbatical leave proposals. Applications filed for the April 15 date will

be considered only if the funds available under the provisions of this agreement have not been previously committed for the academic year in which the requested sabbatical leave is to be taken. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College. The Sabbatical Leave committee will meet, interview, evaluate and vote on proposals expeditiously after each deadline date. All six committee members shall have full voting rights. A recommendation from the Committee shall require the affirmative vote of four (4) members. Because of the sensitive nature of approval or disapproval of the sabbatical leave proposals, the recorded vote of each committee member shall not be made public. The Sabbatical Leave Committee shall rank separately in order of priority all full- and mini-sabbatical-leave proposals which have received the affirmative vote of four committee members. The chairperson of the Sabbatical Leave Committee shall forward to the respective supervising Dean all proposals which have been recommended by four members of the Sabbatical Leave Committee, together with the committee's ranking of all proposals, and the rationale in writing for committee acceptance of each proposal. The supervising Dean (or Deans) shall appropriately review and evaluate the sabbatical leaves recommended by the Academic Administrative Personnel Sabbatical Leave Committee, including the ability of the College to maintain services which would otherwise be provided by the applicant during the specified sabbatical leave dates. The supervising Dean shall forward his evaluation and recommendation to the President of the College within thirty (30) days. The President shall also appropriately review and evaluate the sabbatical leaves recommended by the Sabbatical Leave Committee, including application of the criteria set forth in this article.

Any sabbatical leave proposals approved by the President shall be presented and recommended by him to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College shall have the right to reject any or all sabbatical leave proposals recommended by the Academic Administrative Personnel Leave Committee. The President of the College will advise the Committee and the Federation in writing of his reasons for rejecting any sabbatical leave proposals recommended by the committee, which reasons may include insufficient funds. The substance, opinions and conclusions of the President of the College or Board of Trustees to deny any sabbatical leave proposals shall not be grievable, but employees may grieve an alleged violation of the procedural rights established in this article or an alleged violation of Article XXX of this agreement.

F. Special Conditions of Sabbatical Leave Awards

(1) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of increments and other benefits as though the recipients were in regular employment.

(2) The Board of Trustees may, upon special recommendation of the President of the College and the Academic Administrative Personnel Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of continuous full-time service.

(3) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and nonprecedent setting. A sabbatical recipient may continue, but may not increase, the level of preexisting part-time remunerative employment, if such part-time employment was disclosed in writing to the Director, Human Resources at least sixty (60) days prior to the filing of the sabbatical application with the Sabbatical Leave Committee.

(4) Recipients of sabbatical leaves shall, upon acceptance of such sabbatical leave award, signify in writing their obligation to remain in the employment of the College for a period of not less than two (2) consecutive years following the expiration of a sabbatical leave of one semester or longer, or for a period of not less than one (1) year following the expiration of a "mini" sabbatical. Recipients of sabbatical leaves shall, upon their return to the College, submit to the Board of Trustees and to their supervising Dean, copies of a comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality.

G. Funding

For each contract year, a sum equal to one percent (1%) of the combined annual contracted salaries (exclusive of compensatory time, overtime, or premium pay) for the members of the bargaining unit employed as of September 30 of the previous fiscal year shall be available to fund academic administrative sabbatical leaves to be taken by bargaining unit members during next fiscal year commencing July 1. The sum available to fund academic administrative sabbatical leaves to be taken by bargaining unit members during the next fiscal year shall be equal to:

(a) one percent (1%) of the combined annual contracted salaries (exclusive of compensatory time, overtime, or premium pay) for the members of the bargaining unit employed as of September 30 of the previous fiscal year, and

(b) the unused balance up to a maximum of \$10,000.00 from the Federation sabbatical fund for the previous contract year. Under no circumstances shall the unused balance of funds from any given fiscal year carried forward for use in the following fiscal year exceed \$10,000.

If, after granting one or more sabbatical leaves to bargaining unit members, the remaining funds available are insufficient for full funding of additional sabbatical leaves awarded by the Board of Trustees, the successive applicants approved by the Board of Trustees shall have the option of accepting a sabbatical with less than full funding, limited to the balance of the funds available. There is no fixed minimum or maximum number of sabbatical leaves to be granted in any fiscal year, but it is the intent of the Board of Trustees to make such awards, within the limitation of funds available, to those applicants whose past performance, promise and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.

The Comptroller of the College shall report by October 15 to the Academic Administrative Personnel Sabbatical Leave Committee, the President of the College, and the President of the Federation the amount of funds available to be allocated under this subparagraph for sabbatical leaves in the next fiscal year.

ARTICLE XXVIII

INSURANCE AND DISABILITY

A. Insurance

The College shall continue all existing insurance benefits previously provided to employees in the Federation bargaining unit.

B. Disability

The College agrees to pay no more than eight thousand dollars (\$8,000) for each contract year toward the premium for a Group Long Term Disability Policy (Union Mutual LTD or a comparable policy by the same or other carrier, which policy shall be agreed to by the parties), which shall provide coverage for the 1983-84 and 1984-85 contract year (July 1, 1983 to June 30, 1985).

ARTICLE XXIX

DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15,9c. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Federation once per month. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this agreement there shall be any change in the rate of membership dues, the Federation 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 Federation the total deductions.

C. The Federation will provide the initial necessary "check-off authorization" form and the Federation will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Federation 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 Federation to the College.

ARTICLE XXX

NON-DISCRIMINATION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the College and the Federation hereby agree that every employee of the College covered by this agreement shall have the right to freely organize, join and support the Federation for the purpose of engaging in collective negotiations, or to refrain from doing so. The College and the Federation agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his membership or non-membership in the Federation, or his participation or non-participation in any activities of the Federation.

B. Neither the College nor the Federation shall discriminate against any employee because of race, creed, color, age, sex or national origin, or marital status.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXXII

AMENDMENT OF AGREEMENT

This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Federation.

ARTICLE XXXIII

JOINT COMMITTEE

A. There shall be a joint committee of no more than three (3) members from the Federation and three (3) representing the College Administration. This committee shall meet at the request of either party for the purpose of reviewing mutual problems arising out of the employer-employee relationship or the administration of this agreement. The meetings of the committee shall be scheduled at mutually agreed upon times. It shall be the practice of the parties to schedule such meetings at times which do not interfere with the assigned employment duties of the committee members.

B. The committee created pursuant to this article shall have no power to alter, modify or amend the provisions of this agreement, nor shall this article be deemed to be an authorization to conduct negotiations during the course of this agreement or a waiver of any other rights of the parties pursuant to this agreement.

ARTICLE XXXIV

PAYMENT OF SALARY

A. Salary for the contract term shall be paid to each employee bi-weekly during the calendar year. Salary payments shall not be advanced. Those on paid leave shall be paid in accordance with the regular College pay schedule. Paychecks will be distributed via each employee's supervisor or, at the request of an employee on paid leave, shall be mailed to the employee. The College reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such services performed by outside contractors. The College shall incur no liability to any employee for the delay in the distribution of salary checks due to causes beyond the control of the College.

Exhibit A

AAPF PERSONNEL
35-HOUR POSITIONS

ACCOUNTANT, FINANCIAL REPORTING
ACCOUNTANT, SPECIAL PROJECTS
ADMINISTRATIVE ASSISTANT OF CED
ADMINISTRATIVE ASSISTANT OF CSP
ASSISTANT DEAN/GRANTS OFFICER
ASSISTANT TO DEAN OF ACADEMIC AFFAIRS
ASSISTANT TO DEAN OF STUDENTS
ASSISTANT DIRECTOR OF ADMISSIONS
ASSISTANT DIRECTOR CAREER SERVICES/PLACEMENT/FINANCIAL AID
ASSISTANT DIRECTOR OF CED
ASSISTANT DIRECTOR COLLEGE INFORMATION SERVICES
ASSISTANT DIRECTOR OF CSP
ASSISTANT DIRECTOR OF STUDENT ACTIVITIES
ASSISTANT LIBRARIAN AV PRODUCER
ASSISTANT LIBRARIAN TV PRODUCER/DIRECTOR
ASSISTANT REGISTRAR
ASSISTANT TO REGISTRAR
ASSOCIATE DIRECTOR OF ADMISSIONS
ASSOCIATE DIRECTOR CAREER SERVICES AND FINANCIAL AID
ASSOCIATE DIRECTOR OF CED
ASSOCIATE DIRECTOR OF COUNSELING
ASSOCIATE DIRECTOR CSP
ASSOCIATE REGISTRAR
BOOKSTORE MANAGER
BURSAR
CATALOG LIBRARIAN
CHIEF TV ENGINEER
COORDINATOR OF COLLECTION MANAGEMENT AND PLANNING
COORDINATOR OF CULTURAL AFFAIRS
COORDINATOR OF HEALTH SERVICES
COORDINATOR OF SAFETY
COORDINATOR OF TESTING
COUNSELOR I
COUNSELOR II
DIRECTOR, EDUCATIONAL OPPORTUNITY FUND
FACILITIES MANAGER
FINANCIAL AID COUNSELOR--STUDENT EMPLOYMENT COORDINATOR
GRAPHIC ARTIST
LAB. ASSISTANT I
LAB. ASSISTANT II
LAB. ASSISTANT III
NON-PRINT CATALOG LIBRARIAN
NURSE
PLANETARIUM COORDINATOR
PROGRAM DEVELOPER CSP
REFERENCE LIBRARIAN
SCIENCE LAB. COORDINATOR
SCIENCE LAB. COORDINATOR/LECTURER
STUDENT ACTIVITIES PROGRAM COORDINATOR

SUPERVISOR OF PRINTING AND MAIL SERVICES
SUPERVISOR OF PURCHASING
SUPERVISOR OF WORD PROCESSING
TRAINER
VETERANS' COORDINATOR

Exhibit A

AAPF PERSONNEL
40-HOUR POSITIONS

LIEUTENANT, SECURITY
SUPERVISOR, CUSTODIAL (SHIFT)
SUPERVISOR OF CUSTODIAL SERVICES
SUPERVISOR OF GROUNDS
SUPERVISOR OF SYSTEMS AND MAINTENANCE

COUNTY COLLEGE OF MORRIS
GRADE & CLASSIFICATION SCHEDULE
AAPF PERSONNEL

<u>Grade</u>	<u>Job Title</u>
18	Assistant Dean/Grants Officer
17	Accountant, Financial Reporting Coordinator of Collection Management and Planning Chief TV Engineer Coordinator of Testing Associate Director Career Services & Financial Aid Supervisor of Purchasing
16	Associate Director of Counseling Associate Director of CSP Associate Director of Admissions Associate Director of CED Associate Registrar Coordinator of Cultural Affairs
15	Accountant, Special Projects Director of EOF Bursar Assistant Director of CED Coordinator of Health Services Counselor I Assistant Director Career Services/Financial Aid & Placement Assistant Director of CSP Bookstore Manager Assistant Librarian AV Producer Assistant Librarian TV Producer/Director Supervisor of Systems and Maintenance Reference Librarian Catalog Librarian Non-Print Catalog Librarian
14	Assistant to Dean of Academic Affairs Counselor II Planetarium Coordinator Assistant Director of Student Activities Assistant Registrar Veterans' Coordinator Financial Aid Counselor/Student Employment Coordinator Facilities Manager Supervisor of Printing & Mail Services Assistant Director of Admissions

<u>Grade</u>	<u>Job Title</u>
13	Coordinator of Safety Nurse Assistant to Dean of Students Student Activities Program Coordinator Science Lab Coordinator/Lecturer Graphic Artist Science Lab Coordinator Supervisor of Word Processing Assistant Director College Information Services Program Developer--CSP Lab Assistant I Lieutenant, Security Supervisor of Grounds Trainer Supervisor, Custodial Services
12	Supervisor, Custodial (Shift) Lab Assistant II Assistant to Registrar
11	Lab Assistant III Administrative Assistant of CED Administrative Assistant of CSP

Exhibit C

COUNTY COLLEGE OF MORRIS
SALARY SCHEDULE
AAPF

Grade	<u>1983-1984</u>		<u>1984-1985</u>	
	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
18	20,350	32,966	20,350	34,614
17	18,950	30,528	18,950	32,054
16	17,400	28,090	17,400	29,495
15	15,950	25,758	15,950	27,046
14	15,250	24,592	15,250	25,822
13	14,200	22,737	14,200	23,874
12	12,950	20,617	12,950	21,648
11	11,150	19,186	11,150	20,145

Exhibit D

COUNTY COLLEGE OF MORRIS
SCHEDULE OF PROMOTIONAL INCREMENTS

<u>Grade</u>	<u>Amount</u>	
	<u>1983-1984</u> <u>\$1000</u>	<u>1984-1985</u> <u>\$1100</u>
18		
17	900	1000
16	850	950
15	800	900
14	750	850
13	750	850
12	750	850

