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Morris County College (Employer)

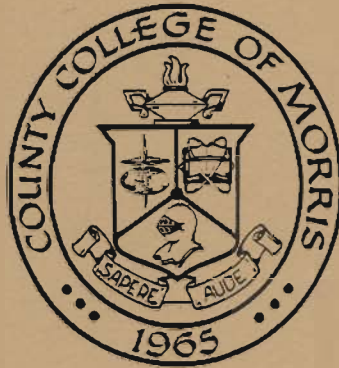
CONTRACT BETWEEN
COUNTY COLLEGE OF MORRIS
STAFF ASSOCIATION
AND
COUNTY COLLEGE OF MORRIS

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~~X~~ JULY 1, 1984 to JUNE 30, 1986

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PREAMBLE

THIS AGREEMENT entered into the 24th day of

August 1984 BETWEEN

COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey;

(hereinafter called the "College"); and

COUNTY COLLEGE OF MORRIS STAFF ASSOCIATION; (hereinafter

called the "Association").

ARTICLE I

RECOGNITION

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

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

C. Excluded from coverage under this Agreement are all other employees of the College not included within this unit.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The College and the Association agree to abide by the negotiating time requirements established by the rules and regulations of the Public Employment Relations Commission.

B. Whenever members of the bargaining unit are mutually scheduled by the parties or the Public Employment Relations Commission to participate during working hours in conferences, meetings or negotiations concerning the administration or negotiations of this Agreement, those employees will suffer no loss in regular straight time pay.

C. Employees so scheduled shall advise their immediate supervisors in advance in writing of the time during which they will be involved in such activities.

ARTICLE III
GRIEVANCE PROCEDURES

A. Purpose and General Procedures

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

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

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

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

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

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

7. Any aggrieved person may be represented at all stages of a grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not

ARTICLE III continued

represented by the Association, the Association shall have the right to be present and to state its views at all stages of a grievance procedure.

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

9. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

B. Group Grievance

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

C. Contractual Grievances

1. Definition

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

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

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section D (1) of

ARTICLE III continued

this article.

2. Step One

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

3. Step Two

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

4. Step Three

(a) In the event the grievant is not satisfied with the disposition of the contractual grievance at Step Two, he/she may, within fifteen (15) days after receipt of the report and disposition at Step Two, file with the President of the College, the appeal form attached.

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

ARTICLE III continued

5. Step Four

Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her contractual grievance by the President, he/she may request in writing that the Association submit his/her contractual grievance to binding arbitration. If the Association desires to submit the contractual grievance to arbitration, it must do so within twenty (20) days after receipt by the Association of the Step Three decision of the President of the College.

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

(c) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify the terms of this Agreement and without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Chancellor of Higher Education and the State Board of Higher Education.

(d) The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

A non-contractual grievance is an alleged misinterpretation,

ARTICLE III continued

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

2. Step One

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

3. Step Two

If within fifteen (15) days following the initial Step One discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the employee, he/she may formally submit to the Dean of Administration a signed written statement of grievance outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Dean of Administration or his designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Dean of Administration shall render a written disposition of the non-contractual or statutory-regulatory grievance

ARTICLE III continued

to the grievant, within twenty (20) days from receipt of the grievance.

4. Step Three

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

5. Step Four

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

ARTICLE III continued

6. Election of Remedies

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

ARTICLE IV

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

A. There shall be a joint committee of no more than three (3) members from the Association and three (3) from the College. This committee shall meet not less than once every three (3) months for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.

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

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The College agrees to furnish to the Association in response to reasonable requests made by the Association from time to time, available public information concerning the College which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the College to disclose any information which may be classified as privileged and/or confidential.

B. No person covered under this Agreement shall engage in Association activities during the time the employee is assigned to duty. Representatives of the Association employed by the College shall be permitted to transact official Association business on College property at reasonable times outside of their normal working hours, provided they shall not interfere with or interrupt normal College operations or work responsibilities of other employees.

C. When the Association wishes to utilize any College facilities, the Association shall obtain permission from the Dean of Administration or his designee in accordance with College policy.

D. The Association shall have the right, with the permission of the Dean of Administration or his designee to use College equipment on campus (typewriters, copy machines, calculating machines and audiovisual equipment) at reasonable times, when such equipment is not otherwise required for College operations. The Association may also use a photocopy machine during non-working hours of the employee involved, provided the Association furnishes its own paper for the photocopier. Permission will be granted for the use of such equipment provided a person trained and experienced in the use and

Article V continued:

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

E. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall insofar as legally possible be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

F. Upon request, the President of the Association and one person designated by him/her shall annually each be entitled to five (5) days leave with pay for the purpose of conducting Association business. Any such request must be made in writing to the Director, Human Resources five (5) days in advance and the College may require evidence to substantiate such leave.

G. The Association will be notified at least thirty (30) days prior to subcontracting work performed by members of this unit. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such subcontracting.

H. The College shall assign an area for Association files for the official and exclusive use of the Association. The Association may install filing cabinets and other filing furniture at its own expense, provided same are not hazardous and do not cause damage to College personnel or facilities. The Association will adhere to the College rules and regulations pertaining to the use of building space including access for maintenance, safety and security.

ARTICLE VI

WORK YEAR AND HOURS OF WORK

A. Ten Month Employees

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

2. Ten-month employees shall not be entitled to benefits as set forth in this Agreement which would accrue solely as a result of employment during July and August.

B. Hours of Work

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

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

Article VI continued

3. Coffee Break

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

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

C. Summer Hours

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

D. Compensatory Time

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

Article VI continued

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

ARTICLE VII

EMPLOYMENT PROCEDURES

A. Notification

1. Each new employee will be given a copy of this Agreement with his/her letter of employment. Employees shall be notified of their employment status and salary insofar as possible for the ensuing year no later than May 31.

2. The Association will receive written notice of the name, hire date, department, job title, and annual salary of each newly hired employee. The Association will be advised in writing when a unit member terminates employment with the College.

B. Resignation

1. An employee who is resigning from his/her position shall give ten (10) workdays notice to his/her immediate supervisor in writing.

2. Earned vacation shall be paid according to the proportion of months worked to the total contract year provided proper notice has been given. Earned vacation pay shall be forfeited if the employee fails to return college equipment or property, or if the employee fails to give proper resignation notice unless the College agrees in writing to a shorter notice period.

ARTICLE VIII

OVERTIME

A. Employees shall be required to work a reasonable amount of overtime when requested to do so by the College.

1. Overtime at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay (annual pay converted to an hourly equivalent) shall be paid for hours worked in excess of eight (8) hours in a work day or forty (40) hours in a payroll week.

2. If the overtime requested is related to campus events scheduled by the College in advance, three days advance notice of the overtime request shall be given to the employee.

3. If the overtime requested is related to events which the College has not scheduled in advance, notice of the overtime request shall be given at least three (3) hours prior to quitting time of the day such overtime is required.

4. All overtime work must be approved in advance by the appropriate supervisor.

5. Payment of overtime will be computed as follows:

- a. Zero (0) to fifteen (15) minutes - 0
- b. Sixteen (16) to thirty (30) minutes -
thirty (30) minutes
- c. Thirty-one (31) minutes through sixty (60)
minutes - sixty (60) minutes.
- d. Additional overtime beyond one (1) hour
will be computed on the same basis.

Article VIII continued

B. Call In and Call Back Time

1. An employee called in to his/her place of employment on his/her day off shall receive a minimum of four (4) hours of straight time pay or be required to work four (4) hours.

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

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

D. All hours for which compensation is paid but during which no work is performed because of illness, leave, or otherwise, shall not be counted for purposes of determining overtime pay entitlement, except that holidays declared and recognized by the College, whether worked or not, shall be counted for purposes of computing overtime entitlement.

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

F. Employees in the Plant and Maintenance Department and the Security Department shall receive, in addition to regular salary, one hour of compensatory time for each hour worked when the College has both cancelled classes and excused all other full-time staff employees because of adverse weather or emergency conditions. The compensatory time shall be scheduled with approval of the supervisor so as not to affect necessary college operations.

G. Premium Time

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

Article VIII continued

2. Effective January 20, 1982, an employee shall be eligible for the premium rate for hours actually worked on the seventh (7th) consecutive day (counting from the first day of the employee's regular work week) providing that such employee during the preceding work week has actually worked a minimum of forty (40) hours. If an employee has met the forty (40) hour threshold prior to the seventh (7th) day, such employee shall be entitled to the premium rate for each hour worked on the seventh (7th) day.

3. Work week means at least seven (7) hours worked per day on five succeeding calendar days (counted without regard to the end of the month) without intervening days off or leave time of any type, except that for purposes of determining work week College recognized holidays and College closings shall be considered days worked.

4. Employees eligible for premium rate earned during a month shall file on a form provided by the College a request for same to the Human Resources Administrator not later than the tenth (10th) day of the following month. If the Human Resources Administrator verifies such entitlement, the College shall, within thirty (30) days after receipt of such request, pay to such employee the difference between the overtime rate already paid to the employee and the premium rate for such premium time. Premium time shall be deemed earned in the month in which such seventh (7th) day falls.

5. Payment of premium rates shall not be duplicated for the same day and the maximum rate of compensation shall not exceed two (2) times regular hourly rates. Any such seventh (7th) day worked shall not be counted toward overtime or premium pay in any subsequent time period.

ARTICLE IX

EMPLOYEE EVALUATION AND PERSONNEL FILE

A. Each employee shall have a formal evaluation with his/her immediate supervisor at least once in each year.

B. A written evaluation report will be prepared in each instance and a copy will be furnished to the individual employee followed by a conference between the employee and the immediate supervisor for the purpose of improving the employee's work performance.

C. The evaluation report will provide space for employee comments, if any. Employees will sign each evaluation report indicating that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become a part of the employee's personnel file.

D. Upon reasonable request, an employee will have an opportunity to review his/her personnel file.

E. An employee will be advised of any derogatory material concerning conduct or service which has been placed in the employee's personnel file. Upon reasonable request, the employee will have an opportunity to review such material and shall acknowledge that he/she has reviewed the material by fixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such material and such answer shall be included with the file copy.

ARTICLE X

PROBATIONARY PERIOD AND DISCHARGE

A. The first six months of an employee's employment shall be considered a probationary period, during which such employee may be discharged for any reason and such discharge shall not be grievable.

B. After completing six months of employment, the College may dismiss an employee prior to the expiration of such employee's current employment term, for just cause only and such dismissal shall be grievable.

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

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

E. During the first 90 days of employment, a probationary employee will be paid only for time actually worked; for holidays for which eligible under the provisions of Article XVI, Holidays; and for jury duty when applicable as set forth in Article XIV, Leaves of Absence.

F. After the completion of the first 90 days of employment, a probationary employee will be entitled to receive all benefits for which eligible under the terms of this Agreement with the exception of vacation benefits as stated in Article XV.

ARTICLE XI

DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XII
MISCELLANEOUS

A. Non-Discrimination

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

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

B. Any individual employment agreement between the College and an individual employee will be consistent with the terms of this Agreement.

C. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall serve notice personally, or by regular mail to the following:

ARTICLE XII continued

1. If by the Association, to the Dean of Administration.
2. If by the College, to the President of the Association.

D. Bookstore

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

E. Meal Allowance

An employee required to work three (3) or more hours in excess of his/her regular work day shall be entitled to a non-transferrable meal ticket valid only at College food service facilities, which will entitle such employee to a meal allowance of \$7.00. If all College food service facilities are closed, and the employee is unable to use such meal ticket, the employee may redeem such ticket for the equivalent amount of cash as a meal allowance.

F. Printing

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

G. Transporting Students

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

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

ARTICLE XIII

JOB OPENINGS, LAYOFFS AND SENIORITY

A. 1) Open Staff Positions will be publicized in the Job Opportunity notice or similar publication at least seven (7) days prior to the position being filled. Copies of all Job Opportunity notices for Staff, Administrative, or Faculty positions will be sent to the Association when posted.

2) If an employee applies for another open staff position and meets all qualifications, the College shall give first consideration to the applicant before filling the vacancy.

B. Employees who are laid off will be notified of Open Staff Positions within their job classification for a six (6) month period after such layoff. Notice of recall to work shall be addressed by certified mail, return receipt requested, to the employee's last address appearing in the records of the College.

C. The Association will be notified at least thirty (30) days prior to implementation of a layoff. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least fifteen (15) days prior to such implementation.

D. Service for purposes of recall is defined as time spent by an employee in any job classification.

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

F. In the event of a layoff, the employees shall be laid off in the inverse order of seniority by job classification in the Division, i.e., Academic Affairs, Administration, Student Personnel Services, and Office of the President.

ARTICLE XIII continued

G. Seniority shall not be accumulated during the lay-off period. Upon recall, an employee shall have his/her accumulated seniority to the date of lay-off.

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

ARTICLE XIV

LEAVES OF ABSENCE

A. Personal Leave

1. Twelve-month employees shall be eligible for three personal leave days with pay in any one College fiscal year.
2. Ten-month employees shall be eligible for up to two personal leave days with pay in any one College fiscal year.
3. Any employee planning to use a personal leave day shall request permission in writing from his/her supervisor five (5) days in advance of the requested leave. Probationary employees shall not be entitled to personal leave days. Absence for religious reasons shall be considered a personal leave.
4. Personal leave may not be taken in a unit of less than one hour.

B. Sick Leave

1. An employee shall be allowed sick leave as limited below when he/she is unable to perform his/her work due to personal illness or injury.
2. Days available for sick leave with pay shall accrue to each full-time employee on the basis of one (1) day for each month of employment. Accrued days for sick leave not used in the College year (July 1 through June 30) shall accumulate and be available for use during subsequent College employment. Sick leave shall not be recognized in a unit of less than one hour.
3. A doctor's certificate may be required for approved sick leave, or to verify satisfactory recovery following sick leave.

ARTICLE XIV continued

4. An employee may utilize sick leave to be present during a period of urgent medical care by a physician for the employee's spouse, child, parent, brother or sister, or corresponding in-laws. The College may require certification from a physician for approval of such absence.

C. Bereavement Leave

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

D. Military Leave

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

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

E. Jury Duty

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

F. Maternity Leave

1. Upon written request filed at least ninety (90) days in advance with the College Personnel Department, a pregnant employee shall be

ARTICLE XIV continued

granted leave of absence for the period of anticipated maternity disability as set forth by such employee in the leave request, but such leave request shall not exceed a period of one hundred eighty (180) days. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

2. Such maternity leave of absence shall be without pay or fringe benefits, except for the use of accumulated sick leave, but such employee shall be eligible for all benefits associated with temporary disability including medical benefits.

3. A statement from the employee's physician certifying that the employee is physically able to return to duty shall be furnished to the College before an employee is permitted to return from maternity leave. The date of return may be adjusted in consideration of either medical evidence or administrative feasibility.

4. Except as provided above, no employee shall be barred from returning to employment after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.

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

6. No employee shall be removed from her duties during pregnancy except upon one of the following:

a. The College has found her work performance has substantially declined from the time immediately prior to her pregnancy.

b. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:

ARTICLE XIV continued

(1) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

(2) The College's physician and the employee's physician agree that she cannot continue working, or

(3) Following any difference of medical opinion between the College's physician and the employee's physician, a physician selected jointly by the College and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the College.

c. Any other just cause.

G. Family Illness

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

H. Special Purpose Leave

Leaves of absence without pay for special purposes may be granted by the College upon written application of the employee submitted to the College Personnel Department through his/her immediate supervisor. Insofar

ARTICLE XIV continued

as possible, within ten (10) days after receipt of such request, the employee shall be notified of the disposition of his/her request. Decisions of the College with regard to special purpose leave requests shall not be arbitrable. Rights to seniority or increments, or other fringe benefits, shall not accrue for any special purpose leave which extends beyond six months.

ARTICLE XV

VACATION

A. For the purpose of computing vacation and establishing an employee's vacation anniversary date, the following will apply:

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

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

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

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

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

*A new employee must satisfactorily complete the six-month probationary period and will then accrue vacation days from date of employment (vacation anniversary date).

ARTICLE XV continued

C. Ten-month employees are not eligible for vacation benefits.

D. Vacation days may be taken as earned, or collectively.

However, vacation days shall not be cumulative from year to year (beyond the vacation anniversary date).

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

ARTICLE XVI

HOLIDAYS

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

New Year's Day
Washington's Birthday (3rd Monday in February)
Good Friday
Memorial Day (5th Monday in May)
Independence Day
Labor Day
Columbus Day (2nd Monday in October) - 1984
Veteran's Day (Nov. 11) - 1984
Thanksgiving Day
Day following Thanksgiving
Christmas Day
Floating Holiday

B. In order to be eligible for holiday pay, an employee must be on the active payroll of the College, and must have worked his/her regularly scheduled workday before and after the holiday, unless such absence is authorized by the College.

C. Eligible employees who are required to work on a day observed as a College holiday will be compensated at the rate of one and one-half times their regular hourly rate for all hours actually worked in addition to their pay for the holiday.

D. Ten-month employees are not eligible for holiday pay for those holidays which occur during July and August.

E. Floating Holiday - One day as a floating holiday may be scheduled 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 approve a 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. Effective July 1, 1985, two additional days will be added as Floating Holidays, and the Columbus and Veteran's Day holidays will be deleted.

ARTICLE XVII

COLLEGE RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

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

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

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

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

ARTICLE XIX

SEPARABILITY AND SAVINGS

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

ARTICLE XX

FULLY BARGAINED PROVISIONS

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

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

ARTICLE XXI

PROTECTION OF EMPLOYEES

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

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

ARTICLE XXII

HEALTH AND PENSION

A. Health

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

B. Pension

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

ARTICLE XXIII

DISABILITY PLAN

Enrollment and Premium Payment

1. The College will pay to Washington National Insurance Company the annual premium of \$128.00, or \$146.80 for those positions designated as high risk, for each employee within the bargaining unit who is on the payroll on July 1, 1984 and submits an enrollment card and employees hired after this date who successfully complete the first 90 days of their probationary period. For those employees electing not to enroll in such disability plan, the College shall not make any payment to such employees in lieu of the premium.

ARTICLE XXIV
TUITION WAIVER

Employees covered by this agreement who have completed their probationary period, their spouses and children who meet the College's academic standards shall be permitted to enroll for a maximum of not more than 15 credits per fiscal year. Prior to registration upon written application to the Director, Human Resources through the Department Head, tuition only shall be waived for such courses; other fees and charges incidental to the course shall be assumed by the employee.

Tuition will be waived for an employee or spouse who enrolls for no more than two Community Service Program courses during each semester provided that:

- a) space is available
- b) there are sufficient paid enrollments to justify offering the course; and
- c) that the course is not provided by an outside source for which tuition cannot be waived.

An employee shall not enroll in a course that is scheduled during his/her regular working hours.

An employee, spouse or children who have enrolled for credit courses and paid the applicable tuition during the employee's probationary period may apply to the Director, Human Resources for a waiver of tuition after the probationary period and completion of the course. Such waiver will become effective if the employee successfully completes the probationary period and completes the course; then a refund of the tuition will be made to the employee.

ARTICLE XXV

SALARY GUIDES

A. Grade Classification Schedule

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

B. Salary Guide

Salary guide for 35-hour employees for the period July 1, 1984, through June 30, 1986, is attached to this contract in Exhibit A. Salary guide for 40-hour employees for the period July 1, 1984, through June 30, 1986, is attached to this contract in Exhibit B.

C. Salary Adjustments Effective July 1, 1984

The new annual salaries for employees in the bargaining unit who were on the College payroll on the date this agreement was ratified by the Association shall be established effective July 1, 1984, except that if the adjustment results in a salary which exceeds the maximum for such grade, then the new annual salary shall be the maximum salary as set forth in the applicable salary guide.

Each employee who commenced employment at the College prior to January 1, 1984, and who was employed by the College on the date the Association ratified the agreement, shall receive an eight percent (8%) increase above such employee's base annual salary for the 1983/1984 contract year, which increase shall be retroactive to July 1, 1984.

ARTICLE XXV continued

The base salary for those who commenced employment at the College after December 31, 1983, but before July 1, 1984, and who are still employed at the College on the date of ratification, shall be increased by a maximum of four percent (4%) prorated for each month of service, effective July 1, 1984. Those who commenced employment after June 30, 1984, shall continue at their current salaries without increase through June 30, 1985.

D. Salary Adjustments Effective July 1, 1985

New annual salaries for employees in the bargaining unit shall be established effective July 1, 1984, except that if the adjustment results in a salary which exceeds the maximum for such grade, then the new annual salary shall be the maximum salary as set forth in the applicable salary guide.

Each employee who commenced employment at the College prior to January 1, 1985, shall receive an eight percent (8%) increase above such employee's base annual salary for the 1984/1985 contract year.

The base salary for those who commenced employment at the College after December 31, 1984, but before July 1, 1985, shall be increased by a maximum of four percent (4%) prorated for each full month of service effective July 1, 1985. Those who commenced employment after June 30, 1985, shall continue at their current salary without increase through June 30, 1986.

E. Adjustment to Guide Minimum

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

ARTICLE XXV continued

F. Promotional Increment

When any employee is reclassified, such employee's annual salary shall be increased by the promotional increment for the new position set forth on the applicable salary guide, as of the effective date of reclassification.

G. Service Bonus

1. Those employees who have completed, or will complete, eight (8) years of service between July 1, 1984, and June 30, 1986, shall annually on each anniversary date receive a service bonus of \$150 which shall not be a part of the contracted base salary and which shall be distributed in a separate check.

2. Employees who have completed, or will complete, twelve (12) years of service between the dates of July 1, 1984, and June 30, 1986, shall annually receive an additional service bonus of \$50 which shall not be part of the contracted base salary.

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

H. Payout of Accumulated Sick Leave

Any employee who is employed with the College continuously until the date of his/her eligibility for retirement benefits under the Public Employees Retirement System established by the State of New Jersey (or age 65 for any employee not in PERS), shall upon retirement, be entitled to receive from the College payment for fifty percent (50%) of unused sick days accumulated over the continuous period of employment immediately preceding

ARTICLE XXV continued

retirement, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of retirement. Any employee whose employment is terminated for any reason (except unlawful acts), after completion of fifteen continuous years of employment with the College, but prior to eligibility for retirement under the Public Employees Retirement System of the State of New Jersey, shall upon such termination of employment be vested with twenty-five percent (25%) of unused sick leave accumulated during such continuous period of employment, but not to exceed the maximum benefit limitation set forth below. Such sick leave payment shall be computed at such employee's hourly rate of compensation as of the date of termination of employment. Payment of the twenty-five percent (25%) accumulated unused sick leave shall be made in equal annual installments, without interest, over a period not to exceed five years, the first such installment to be paid thirty days after termination of employment. Each installment shall be in an amount not less than the equivalent of ten sick days or the remaining balance of the vested benefit. Under no circumstances shall the College's obligation under this paragraph exceed the sum of \$2,500.00 to one individual.

I. Shift Differential

1. If the majority of an employee's regularly scheduled work hours fall between 3 p.m. and 11 p.m., such employee shall be paid a shift differential at the rate of \$.25 per hour for such day.
2. If the majority of an employee's regularly scheduled work hours fall between 11 p.m. and 7 a.m., such employee shall be paid a shift differential at the rate of \$.50 per hour for such day.

ARTICLE XXVI

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1984, and shall continue in effect through June 30, 1986, without any re-opening date. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than August 1 nor later than September 1 of the year preceding the year in which the Agreement expires of a desire to change, modify or terminate this Agreement.

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

COUNTY COLLEGE OF MORRIS

By

Landra Seiger

COUNTY COLLEGE OF MORRIS STAFF ASSN.

By

Linda A. Smith

Attest:

Shannon H. Masten

Date:

Sept 21, 1984

EXHIBIT A

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

A-35

MAIL CLERK
 SWITCHBOARD OPERATOR
 FOOD SERVICE WORKER

B-35

MICROFILM CLERK
 BOOKSTORE CLERK
 CLERK TYPIST
 LIBRARY ASSISTANT
 HEALTH SERVICES CLERK
 ACTIVITIES CLERK
 ACCOUNT CLERK I
 COMPOSITOR
 GRILL ATTENDANT
 SR. FOOD SERVICE WORKER

C-35

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

D-35

SECRETARY I
 ASSOCIATE CORRESPONDENCE SECRETARY
 ACCOUNT CLERK II
 SR. COMPOSITOR
 COOK

E-35

CORRESPONDENCE SECRETARY
 BUYER
 CHIEF SWITCHBOARD OPERATOR
 SECRETARY II
 ACCOUNT CLERK III
 SR. RECORDS COORDINATOR

F-35

AV TECHNICIAN
 ASSISTANT TV ENGINEER
 TEXTBOOK COORDINATOR

G-35

TV ENGINEER

EXHIBIT A

COUNTY COLLEGE OF MORRIS
SALARY GUIDE ... 35-HOUR EMPLOYEES

1984-1985

GRADE	MINIMUM SALARY	MAXIMUM SALARY	ANNUAL PROMOTIONAL INCREMENT
A-35	\$ 7,540	\$ 12,852	\$ 377
B-35	8,120	13,608	406
C-35	8,584	14,688	429
D-35	9,048	15,444	452
E-35	9,512	16,308	476
F-35	11,020	18,144	551
G-35	12,528	20,304	626

1985-1986

A-35	8,143	13,880	407
B-35	8,770	14,696	439
C-35	9,271	15,863	464
D-35	9,772	16,679	489
E-35	10,273	17,612	514
F-35	11,902	19,595	595
G-35	13,530	21,928	677

EXHIBIT B

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

A-40

CUSTODIAN I
DISPATCHER

B-40

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

C-40

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

D-40

SR. CUSTODIAN
SR. SECURITY OFFICER
OFFSET SPECIALIST
SR. GROUNDSKEEPER

E-40

SECURITY SERGEANT
MAINT. MECHANIC
SR. SAFETY OFFICER

F-40

SR. MAINT. MECHANIC

G-40

HVAC SPECIALIST
ELECTRICAL SPECIALIST

EXHIBIT B

COUNTY COLLEGE OF MORRIS
SALARY GUIDE ... 40-HOUR EMPLOYEES

1984-1985

GRADE	MINIMUM SALARY	MAXIMUM SALARY	ANNUAL PROMOTIONAL INCREMENT
A-40	\$ 8,700	\$ 14,364	\$ 435
B-40	9,744	15,984	487
C-40	10,324	17,064	516
D-40	10,904	18,252	545
E-40	11,600	19,224	580
F-40	12,760	20,844	638
G-40	13,920	22,464	696

1985-1986

A-40	9,396	15,513	470
B-40	10,524	17,262	526
C-40	11,150	18,429	577
D-40	11,776	19,712	589
E-40	12,528	20,761	626
F-40	13,780	22,511	689
G-40	15,034	24,261	752

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