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AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF
CUMBERLAND COUNTY COLLEGE

AND
CUMBERLAND COUNTY COLLEGE
STAFF ASSOCIATION

1979-1982

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Article I. Recognition

- A. The Board agrees to and hereby does recognize the Cumberland County College Staff Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all Staff Association Members.

Article II. Negotiation Procedure

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any agreement so negotiated shall apply to all Staff Association members, be reduced to writing, be signed by the representatives of the Board, and the Association, and be adopted by the Board and the Association.

- B. During negotiations, the Board and the Association shall present relevant data, exchange point of view and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, positions or titles, salaries and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public. Members of the Unit, if necessary during a grievance proceeding, shall be permitted to inspect, copy from, or reproduce their individual personnel records.
- C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget will be forwarded to the President of the Staff Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals and make counter-proposals in the course of negotiations.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the terms of this Agreement. Unless otherwise provided

in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any full time staff benefits prior to its effective date unless agreed to mutually by both parties.

- F. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.
- G. Either Party will have the right to caucus at any time. Maximum length of time for a caucus will be 15 minutes. Time may be extended by mutual agreement.
- H. When an agreement has been reached on a particular article or sub-article, the chairman of each party will initial the article to indicate agreement has been reached between the parties.
- I. When in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for services of a mediator in accordance with Chapter 12 of Rules, Regulations and Statement of Procedures of the N. J. Public Employment Relations Commission.
- J. All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating etc., within said building.

K. Each negotiating session shall be held between the hours of 7:00 P.M. and 10:00 P.M. with extensions by mutual agreement. There shall be one session per week unless otherwise agreed.

Article III. Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, Board policies, and administrative decisions.

2. Aggrieved person

An "aggrieved person" is the person or persons making the claim.

The Association may also be considered to be an "aggrieved person" on matters specifically concerning Association affairs.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and

confidential as may be appropriate at any level of the procedure.

C. Time Limitations

- (a) The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement.
- (b) Where, pursuant to the procedure hereinafter set forth, the last day for filing a grievance fall on a Saturday, Sunday, or Legal Holiday the last day for filing shall automatically be deemed to be the next succeeding calendar day.

D. Rights of employees to representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

E. Procedure

1. Level One - Supervisor

A member with a grievance shall file it in writing with his supervisor. The grievance shall be filed within forty-five (45) calendar days of the time that the grievant knew of, or should have known of, the alleged occurrence.

2. Level Two - Dean of Administration

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the appropriate Dean within five (5) calendar days after the decision at Level One or twelve (12) calendar days after the grievance was presented, whichever is sooner.

3. Level Three - President of the College

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the President of the College within five (5) calendar days after the decision at Level Two or twelve (12) calendar days after the grievance was presented, whichever is sooner.

4. Level Four - Board of Trustees

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or, if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the President of the College he may within five (5) calendar days after a decision by the President or twenty (20)

calendar days after the grievance was delivered to the President, whichever is sooner, file his grievance in writing with the Secretary of the Board of Trustees. The Board of Trustees shall render its decision at a date not later than its second regular monthly meeting following the filing of his grievance with its Secretary. If the Board fails to act within the time above set forth the grievance will automatically be determined in favor of the aggrieved person.

F. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Group grievance

If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Dean directly and the processing of such grievance shall be commenced at Level Two. If the Association is not satisfied with the decision it may proceed in accordance with the provisions of Paragraph "E" 3 and 4.

2. Written decisions

All decisions rendered at Levels Three and Four of the grievance procedure shall be in writing setting

forth the decision and reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the Dean and given appropriate distribution so as to facilitate operation of the grievance procedure.

Article IV. Rights of the Association

- A. Adequate bulletin board space shall be reserved for posting of Association notices and other material dealing with proper and legitimate Association business with the approval of the Dean of Administration.
- B. There shall be no discrimination against any employee on the basis of race, creed, sex, marital status, color, national origin, or membership or negotiating activity in the Association; however, any activity by an employee in illegal association action shall be the subject for proper disciplinary action by the Board.

Article V. Hours and Conditions of Work

- A. The regular work week for all employees in the unit, on a forty (40) hour work week, shall be a consecutive five (5) day week at eight (8) consecutive hours per day excluding lunch period.

1. All hours worked over forty (40) hours per week will be paid at the rate of time and one-half.
 2. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
 3. All hours worked on a holiday will be paid at a double time rate plus holiday pay.
 4. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
- B. The regular work week for all employees in the unit, on a thirty-five (35) hour work week, shall be a consecutive five (5) day week at seven (7) consecutive hours per day excluding lunch period.
1. All hours worked over thirty-five (35) hours per week will be paid at the rate of time and one-half.
 2. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
 3. All hours worked on a holiday will be paid at a double time rate plus holiday pay.
 4. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
- C. The College recognizes that where an employee has worked his regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.

- D. If any employee is injured in the performance of their duties during the course of the work day and required medical or surgical attention and is advised by medical personnel not to return to work that day, they will be paid the balance of the work day.
- E. Employees working on shifts of which the majority of working hours fall between 4:00 P.M. and 6:00 A.M. shall receive in addition to their regular pay, an additional fifteen cents (15¢) per hour.
- F. An employee who is called in to work at times other than his/her regularly scheduled shift shall be paid for a minimum of two (2) hours call-in time, and hours worked after two (2), if such work requirement is for more than the minimum two (2) hours minimum guarantee.
- G. All employees will be allowed a ten (10) minute break in the morning and a ten (10) minute break in the afternoon.

Article VI. Job Opportunities

- A. Notice of all supportive staff position vacancies at Cumberland County College in the following categories shall be circulated to those of the Staff Association Membership at least ten (10) days prior to its publication elsewhere:
 - 1. Newly created positions.
 - 2. Positions previously filled by a CETA employee if continued by Cumberland County College.
 - 3. Vacated position held by Cumberland County College supportive staff member.
- B. The notice shall state the name of the job and a short description of the same.

- C. Members of the Association shall be given the opportunity to qualify for a higher classification whenever a vacancy occurs.
- D. Staff Association members who are applicants for the position shall be notified of the disposition of their application.
- E. Classifications which required new skills will be satisfied upon written examination, or testing of the new skill by the Office Supervisor and Department Head.
- F. The Administration shall determine who shall be the successful applicant for the position. In the event two (2) or more applicants are of equal experience and ability the applicant with the greater seniority shall be awarded the job. In all cases the experience and skill shall be adequate to properly perform that job.

Article VII. Seniority and Job Security

- A. Seniority is defined as an employee's total length of service with the College, beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged or retires. Where ability to perform work is equal to or better, the person with the most seniority will be given preference when the Board finds it necessary to lay off employees. Recall shall be in reverse order of layoff. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have the first option).

However, where the work force is depleted because of vacation leave, the College shall reserve the right to designate time when an employee may not take leave.

- B. If a reduction in staff is necessary due to budgetary constraints the Association members will be given a reasonable notice before being terminated. In no case shall the notice be less than two (2) weeks. An employee terminated with just cause will be discharged immediately.

Article VIII. Insurance Protection

- A. At no cost to the unit member, the Board shall provide for him and his eligible dependents the health insurance benefits of the following plans:
1. Blue Cross Hospitalization
 2. Blue Shield Medical and Surgical
 3. Rider J
 4. Major Medical
 5. Dental Benefits
- B. At no cost to the unit member the Board shall provide for him a group income protection plan at a cost not to exceed \$75.00 per year per member.
- C. The Board shall provide to the unit member, and his eligible dependents, a program of Prescription reimbursement defined by the Hospital Service Plan as "\$1.00 Co-Pay Program" up to the maximum (family) benefits, which program shall be the aforementioned plan, or, at the option of the Board of Trustees, any equivalent plan available from any other source.

D. Health Services

Any physical exams and immunizations required by the Board shall be done at the expense of the Board.

Article IX. Vacation Leave

A. Each employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken: (Length of service for the purpose of determining vacation is calculated from the date of appointment.)

Twelve Month Employees:

1. One (1) year through five (5) years service
(a) twelve (12) vacation day per year credit
2. Five (5) years through ten (10) years service
(a) fifteen (15) vacation day per year credit
3. Ten (10) years or more of service
(a) twenty (20) vacation days per year credit

Ten Month Employees:

1. One (1) year through five (5) years service
(a) ten (10) vacation days per year credit
2. Five (5) years through ten (10) years service
(a) thirteen (13) vacation days per year credit
3. Ten (10) years or more of service
(a) eighteen (18) vacation days per year credit

- B. Any deviation from a twelve (12) or ten (10) month contract will be pro-rated accordingly.

Article X. Leaves

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness is allowed sick leave each year without deduction in pay on the following basis:
(length of service for the purpose of determining sick leave is calculated from the date of appointment).
Ten month employees - 10 working days sick leave per year
Twelve month employees - 12 working days sick leave per year
Any deviation from a twelve (12) or ten (10) month contract will be pro-rated accordingly.
2. Concurrently with the beginning date of the fiscal year, a statement designating the number of accumulated days to which an employee is eligible, the number he has consumed, and the number remaining in his account will be made available by a staff member designated by the Dean of Administration.
3. Although sick leave may not be credited during a leave of absence, an employee does not lose accumulated sick leave while on leave of absence.
4. Sick leave allowance is accruable without limit.
A unit member who enters retirement and has to his/her credit any unused accumulated sick leave shall be entitled to receive 50% of the accumulated

sick leave as severance pay, said payment not to exceed \$6,000.00. This payment shall be paid in a lump sum at the effective date of retirement. The Supplemental Compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement.

B. Bereavement Leave

1. A paid bereavement leave of five (5) days maximum will be allowed for death of spouse or children. Three (3) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, brother, sister, step-children, grandchildren, grandparents, and parents-in-law.

C. Personal Leave

1. Personal leave with prior approval of the Dean of Administration may be granted for a maximum of three (3) days in any one year for the following reasons:
 - a. Personal court appearance
 - b. Marriage of employee
 - c. Personal business which cannot be handled outside scheduled hours
 - d. religious holidays
2. Any other emergency or urgent reason which is not

included in a to d above, if approved by the Dean of Administration.

3. Procedure for requesting personal leave:

a. A formal request shall be written to the Dean of Administration. This request shall include the following data:

- 1) The specific reason for the requested leave
- 2) The date of the absence

b. This request shall be submitted to the immediate supervisor to be forwarded to the Dean as soon as possible, but not later than one week prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the immediate supervisor and immediate submission of the letter to the Dean.

c. All personal leaves are official only after receipt of the Dean's or his designee's approval.

D. Unused vacation time shall accumulate, but not to exceed more than twice the annual credited time subject to approval by the Dean of Administration.

E. Employees who are required to be absent from work to serve on jury duty shall be paid the difference between the daily jury duty pay and their regular straight time daily pay.

F. Maternity Leave

The College agrees to meet the guidelines established by the Equal Employment Commission with regards to PL 95-555 which bans discrimination in employment on the basis of pregnancy, child birth, or related conditions effective October 31, 1978.

G. All military leaves shall be dealt with in accordance with applicable Federal and local regulations.

H. Workshops

Association members from time to time may request or be requested by the College to attend conferences, meetings, etc. for the purpose of attaining new skills and competencies, and for professional growth of the College. Upon the approval of the Dean of Administration in conference with the department chairperson or immediate supervisor absences will be granted without a loss of salary and the College will bear the necessary expenses for such absences.

Article XI. Tuition

A. For a member of the unit, his/her spouse, or unmarried child who is accepted at Cumberland County College for enrollment in the academic program or Continuing Education Program, the College shall grant full tuition remission. Tuition remission shall be granted only in those courses where there is space available without extension or expansion of the course program or facilities. To continue to receive benefits under this provision, a minimum grade point average of "C" or better must be maintained.

Article XII. The Board of Trustees' Rights

A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the

laws and Constitution of the State of New Jersey.

- B. Any of the rights, powers or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.
- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

D. Association Rights

The Association, as representative for all unit employees specified in Article I, Recognition, is entitled to act for, and to negotiate, agreements covering all such employees, and is responsible for representing the interest of all Staff Association members.

E. Other Provisions

1. The Board and the Association shall continue to not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in the Association.
2. Nothing contained in this Agreement shall be construed to deny or restrict to either party, such rights as he/she may have under the Constitution of the United States, Constitution of the State of New Jersey, or other statutes

of the State of New Jersey, or rules and regulations of the Commissioner of Higher Education or other applicable laws and regulations. The Board and Organization do not condone any direct or indirect pressure upon any or all school personnel to join, or refrain from joining, any employee organization (s).

3. The College shall continue to not require employees to work under unsafe or hazardous conditions or to perform tasks which endanger an employee's health and safety.

Article XIII. Paid Holidays

A. Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day after Christmas

New Year's Day

President's Day

Good Friday

Easter Monday

Memorial Day

- B. Any holiday that falls on a day other than a normal work day will be observed on a day as scheduled by the College.

- D. Holidays which fall within an employee's vacation period shall be celebrated at a mutually agreed upon time with the employee and the College.
- E. In order to be eligible for holiday pay an employee must be on the active payroll of the College for thirty (30) days and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

Article XIV. Parties covered by this Contract

- A. This agreement will cover all Staff Association Members in the following classifications:

Maintenance

Custodial

Secretarial

Technical

- B. The following classifications are not covered by this agreement:

Executive Secretary - President Office

Executive Secretary - Business Office

Bookkeeper - Business Office

Supervisor - Maintenance Department

- C. Association members whose employment is contingent on funding through a Grant shall be covered by this contract only for the length of the Grant period.

Article XV. Secretarial Classifications

Class I - Secretary

Highest proficiency: Typewriting, shorthand, speedwriting, record-keeping, filing systems, letter writing, receptionist, machine operation. Works with little or no supervision. Serves one or more members of the Administrative Staff.

Class II - Secretary

High proficiency: Typewriting, shorthand, speedwriting, record-keeping, filing systems, proof-reading, letter writing, receptionist, machine operation. Works with some supervision.

Class III - Secretary

High proficiency: typewriting, stenograph (optional) record-keeping, machine operation, filing systems, general office clerking. Works with supervision.

Class IV - Secretary

Proficiency: Typewriting, machine operation, filing systems, general office clerking. Requires supervision.

Article XVI. Salaries

1979-1980 - 8.25% increase on base salary.

1980-1981 - 8.25% increase on base salary.

1981-1982 - 8.25% increase on base salary.

An adjustment will be made each year to certain individuals mutually agreed to by both parties.

All increases in salary are awarded by the Board of Trustees upon the recommendation of the President. N.J.S.A. 18-29-14.

- C. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any employee benefits existing prior to the effective days of this Agreement.
- D. This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.
- E. Dues Deduction

Upon the execution of the proper authorization form by the employee, the College shall deduct the authorized amount for dues to the Unit semi-annually, and shall remit same to the Association so designated by the majority vote of the members of the Unit requested. The name and address of the Association receiving the remittance shall accompany a copy of the minutes containing the vote of the members so designating.

Article XVIII. Duration of Agreement

This Agreement shall become effective on the 1st day of July, 1979 and shall continue in effect until the 30th day of June, 1982

IN WITNESS WHEREOF, THE CUMBERLAND COUNTY COLLEGE STAFF ASSOCIATION, has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE, by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.