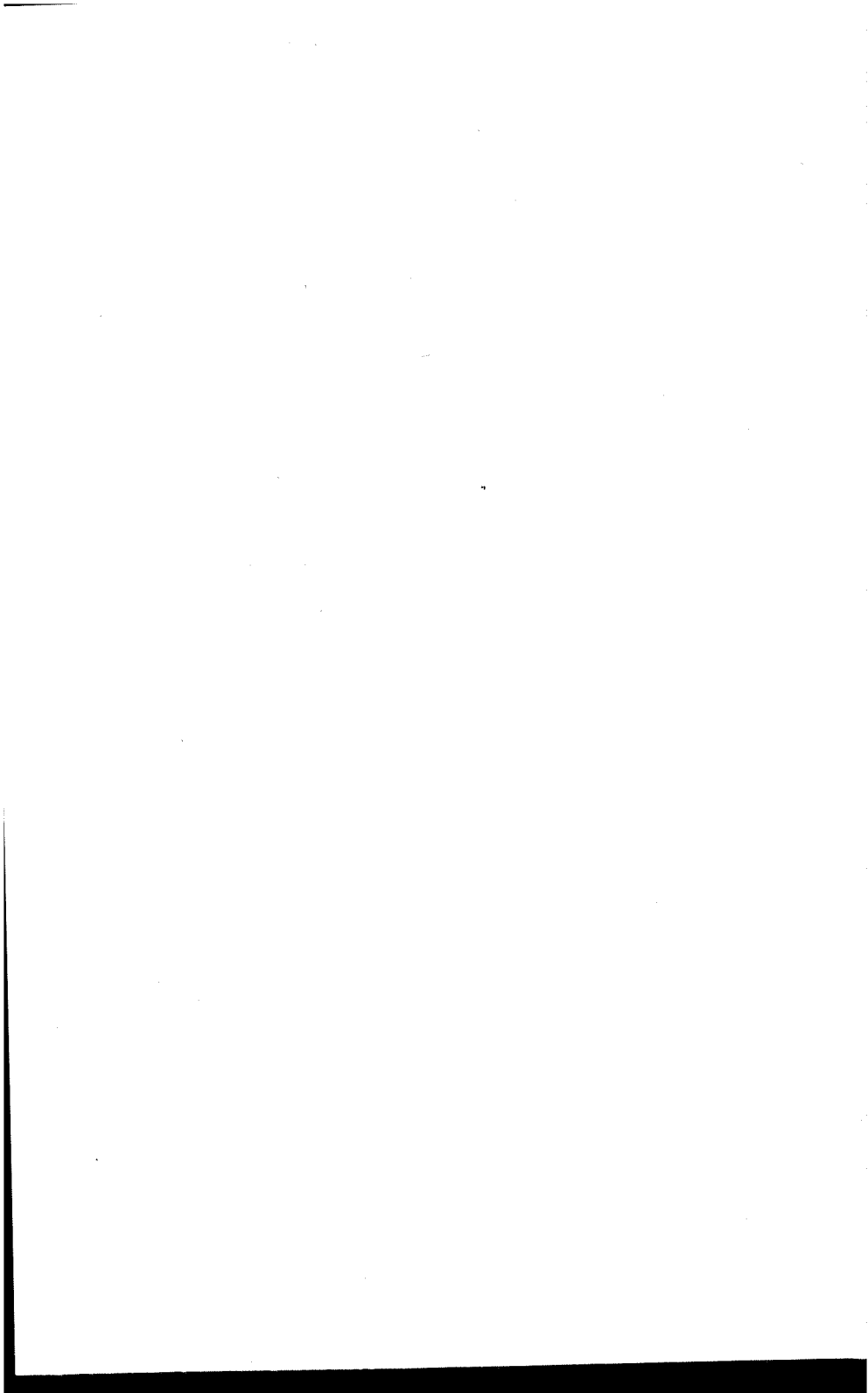
The seal of County College of Morris is a circular emblem. It features a central shield with a book and a quill, topped by a crest. The shield is surrounded by the text "COUNTY COLLEGE OF MORRIS" and the year "1965" at the bottom. The seal is faintly visible in the background of the title text.

**CONTRACT**  
Between  
**COUNTY COLLEGE OF MORRIS**  
**STAFF ASSOCIATION**  
and  
**COUNTY COLLEGE OF MORRIS**

**July 1, 1975 to June 30, 1977**



PREAMBLE

THIS AGREEMENT entered into this 20th day of November, 1975,  
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").



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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.

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.



ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of the 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 or 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 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 continue within the time limit specified to the next step of the procedure.

B. Definition of Grievance

A grievance is a claim by an employee or the Association at the request and on behalf of an employee or group of employees based upon the interpretation, application, or violation of this Agreement.

C. Procedure

1. The time limits set forth in the procedure may be mutually extended in writing.

2. It shall be the practice of all parties to process

Article III continued:

grievances during times when they do not interfere with assigned duties of employees.

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

4. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

5. All conferences and hearings conducted under this 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.

D. Grievance Steps

1. Step One

Within thirty (30) days after the occurrence of a grievance the employee shall discuss the grievance informally with his/her immediate supervisor with the object of resolving the matter informally.

2. Step Two

If, within fifteen (15) days following the initial discussion (Step One), the grievance has not been resolved to the satisfaction of the employee, he/she may formally submit to the Human Resources Administrator a "statement of grievance" on the form attached to this Agree-

Article III continued

ment. Within fifteen (15) days after receiving the statement of grievance, the Human Resources Administrator shall render a written report of the disposition of the grievance to the grievant.

3. Step Three

a. In the event the grievant is not satisfied with the disposition of the 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 form attached.

b. The President, or his designee, shall conduct a closed hearing on the grievance appeal. The hearings shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearings 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 on the form provided. Copies of the President's decision shall be given to the grievant and the Association.

4. Step Four

Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance by the President, he/she may request in writing that the Association submit his/her grievance to binding arbitration. The Association determines if the grievance is meritorious and may submit the grievance to arbitration within twenty (20) days after receipt of request by the aggrieved person.

Article III continued:

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 Commissioner of 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.

E. 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, within thirty (30) days after the occurrence of the grievance submit a statement of grievance on the appropriate form to the Human Resources Administrator. Such group grievance shall be processed in the same manner provided for in Step Two. The report and disposition of the group grievance at the conclusion of Step Two shall be appealable in the same manner and subject to the same procedures set forth in this Grievance Procedure.

ARTICLE IV

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

A. There shall be a joint committee of four (4) individuals established, with membership drawn from the Association and Administration in equal numbers. This committee shall meet 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 party calling the meeting shall provide, to the other party at least one (1) week in advance of the meeting, a written agenda of matters to be discussed. The Chairman of the committee shall alternate between the members designated by the Administration and the members designated by the Association. Minutes shall be kept and copies supplied to all members of the Committee. Recommendations suggested by the committee shall be made to the Human Resources Administrator in writing.

C. 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. Whenever any representative of the Association employed by the College or any other employee covered by this Agreement is mutually scheduled by the parties to participate in negotiations or grievance proceedings, the employee shall suffer no loss in regular straight-time pay.

C. 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.

D. When the Association wishes to utilize any College facilities, the Association shall obtain permission from the appropriate representative of the administration in accordance with College policy.

Article V continued:

E. The Association shall have the right with the permission of the appropriate representative of the Administration to use College equipment on the site (typewriters, mimeographing machines, calculating machines and audio visual equipment) at reasonable times, when such equipment is not otherwise in use. 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 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.

F. 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.

G. The President or the President's designee shall annually have three (3) days leave with pay for the purpose of conducting Association Business.

H. 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.

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 be entitled to all benefits as set forth in this Agreement with the following exceptions:

a. No vacation benefits.

b. Personal days not to exceed two (2)

days in any fiscal year.

c. No paid holidays which occur during July and August.

d. No other benefits which would accrue solely as a result of employment during July and August.

B. Hours of Work

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

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.



Article VI continued:

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 workday 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. Personal Days - Twelve Month Employees

Twelve month employees shall be entitled to three (3) personal days per year.

E. 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 VII

EMPLOYMENT PROCEDURES

A. Employees shall be notified of their employment status and salary insofar as possible for the ensuing year no later than May 31.

B. Resignation

1. An employee who is resigning from his/her position shall give ten (10) work days 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. Failure by the employee to give proper notice, unless the parties agree to a shorter notice period, shall result in forfeiture of the earned vacation.

C. Transporting Students

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

ARTICLE VIII

OVERTIME

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

1. One (1) day notice shall be given for overtime requested for regularly scheduled campus events.

2. Notice for overtime for events which are not regularly scheduled shall be given not later than three (3) hours prior to quitting time of the day overtime is required.

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

4. 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 work day 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 work day.

ARTICLE IX

EMPLOYEE EVALUATION AND PERSONNEL FILE

A. Employees shall be evaluated by their immediate supervisors at least one (1) time 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, no more frequently than annually, 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

A. The first full year 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 subject to the Grievance Procedure.

B. After completing a full year of employment, an employee may be dismissed for just cause only and such dismissal shall be subject to the Grievance Procedure.

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 to the College.

E. After three (3) months continuous employment probationary employees will be entitled to fringe benefits. Upon satisfactory completion of the probationary period, the employee will receive full credit for service from date of employment and will be eligible for certain benefits.

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.

D. It is understood that each member of the bargaining unit represented by the County College of Morris Staff Association has been assessed (by the County College of Morris Staff Association) the sum of seventy dollars (\$70) payable July 1, 1976 and the Association represents that ratification of this Agreement is authorization for such deduction.

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 do so by telegram or certified letter at the following addresses:

1. If by Association, to College at Center Grove Rd., Dover, N. J. 07801, attention of the Dean of Administration.

2. If by College, to Association at Box 274, Landing, N. J. 07850.



Article XII continued:

D. The College shall continue all existing insurance benefits which affect staff members.

E. Bookstore

The staff shall be able to purchase books and other supplies at the College bookstore at a 15 percent discount on all non-sale items provided a 15 percent markup exists.

F. Meal Allowance

Effective October 14, 1975, meal allowances shall be payable at the rate of \$4.00 and, effective July 1, 1976, at the rate of \$5.00.

G. 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 20 additional copies shall be provided to the Association.

ARTICLE XIII

JOB OPENINGS, LAY OFFS AND SENIORITY

A. Open Staff Positions will be publicized in the Job Opportunity notice or similar publication at least five (5) days prior to the position being filled.

B. Employees who are laid off for economic reasons will be notified of Open Staff Positions within their job classification for a six (6) month period after such economic lay off. 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. Within five (5) days (excluding weekends and holidays) from receipt of such notice of recall, or return of the mail as being undelivered, the employee shall notify the Human Resources Administrator in writing, whether or not the employee desires to return to the work involved in the recall. Failure to reply or indication of no desire to return to such work forfeits all seniority and all rights to recall. An employee desiring to return, shall report for such work within fifteen (15) days from the date the recall notice was received or within such period of time as is set forth in a written extension of time designated by the Human Resources Administrator, or his designee. Failure to report to work shall forfeit all seniority and all rights to recall.

C. Employees who are laid off for economic reasons, will receive the Job Opportunity notice for a period of six (6) months for positions covered by this Agreement.

Article XIII continued:

D. The Association will be notified at least thirty (30) days prior to implementation of a lay-off for economic reasons. 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.

E. 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.

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

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

H. In the event of an economic lay-off, the employees shall be laid off in the inverse order of seniority by job classification in the Department.

ARTICLE XIV

LEAVES OF ABSENCE

A. Personal Leave

Three (3) personal leave days may be granted to an employee in any one year. An employee planning to use a personal leave day shall request permission from his/her supervisor five (5) days in advance of the requested leave. Probationary employees shall not be entitled to personal leave days.

B. Religious Leave

In lieu of the personal leave days set forth in Paragraph A, an employee may make a similar request for religious reasons.

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, father-in-law, mother-in-law, brother or sister. 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 leaves.

E. Jury Duty

An employee called for jury duty may be granted one (1) annual leave to fulfill such duty with full pay provided the employee endorses to the College funds received for payment for such duty. An employee

Article XIV continued:

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

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time up to six (6) months to a specific date following birth.

1. Maternity leaves shall be granted subject to the following conditions:

a. An employee shall file a request for such leave ninety (90) days prior to the commencement of such leave.

b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of the leave will be arranged, if possible, to coincide with departmental needs. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

d. A statement from a 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.

2. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. The date of return may be adjusted in consideration of both medical evidence and administrative feasibility.

Article XIV continued:

3. 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.

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

5. 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:

(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.

Article XIV continued:

c. Any other just cause.

G. Family Illness

Upon request, up to four days annually may be granted to an employee in the event of serious illness of the employee's spouse, child, parent, father-in-law, mother-in-law, brother or sister. In the event of extenuating circumstances, consideration will be given by the College to an extension of such leave on an individual basis.

H. Special Purpose Leave

Leaves of absence for special purposes may be granted by the College upon written application of the employee through his/her immediate supervisor. Insofar as possible, within ten (10) days, the employee shall be notified of the disposition of his/her request.

ARTICLE XV

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 XVI

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 XVII

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 XVIII

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 XIX  
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 XX

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1975 and shall continue in effect through June 30, 1977 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.

ARTICLE XXI

SALARIES

A. Salary guides for the periods July 1, 1975 through June 30, 1976 and July 1, 1976 through June 30, 1977 are attached to this contract as Exhibit A and Exhibit B. In addition, there is included a draft salary guide (Exhibit C) which will be used for the purpose of determining the place on the guide for existing employees.

B. As of July 1, 1975, each employee shall be placed on the draft salary guide at an appropriate step for his/her title by applying either of the following principles:

(1) Placing the employee at the next highest paying salary step relative to his/her rate on June 30, 1975 if the salary increase as a result thereof is less than \$200. per annum; or

(2) Increasing the employee's salary by an amount not exceeding \$200. per annum, provided such increase does not place the employee above the next highest paying step relative to his/her rate on June 30, 1975, and by paying the employee that rate from July 1, 1975 through June 30, 1976, except as modified hereinafter.

The intent of this procedure is to place as many employees as possible on a step as set forth in the draft guide for the title or to bring them as close thereto as possible, provided the cost to the College does not exceed \$200. per employee.

C. In addition to the increase set forth in Section B above, each employee shall receive \$200. per annum increase effective July 1, 1975, which increase has been reflected in the 1975-76 salary guide.

Article XXI continued:

D. In addition to the above adjustments, all employees in the employ of the College on or before January 1, 1975 and still in its employ shall receive an annual salary increase equal to the increment payable for the title in which they are employed. It is understood that an employee no longer on the payroll of the College as of October 14, 1975, shall not be entitled to any of the benefits negotiated in this contract.

E. Effective July 1, 1976, all employees not already placed upon a salary guide step shall have his/her salary rate increased to the next highest paying salary step relative to his/her salary payable as of June 30, 1976.

It is the intent of this Section that as of July 1, 1976 all employees shall be placed upon the salary guide steps reflected herein.

F. Effective July 1, 1976, all employees shall receive a \$190. per annum increase, which increase has been reflected in the 1976-1977 salary guide.

G. Effective July 1, 1976, all qualified employees shall receive a step increment payable for the title in which they are employed.

H. A special one-time payment of \$70., not intended to increase the employee's annual contracted salary, shall be payable to each employee on July 1, 1976, subject to the provisions of Article XI, paragraph D.

I. An employee shall only qualify for an increment under Exhibit A or B if he/she has not already reached the maximum step.

Article XXI continued:

J. Shift Differential

A shift differential for the 3 p.m. to 11 p.m. shift shall be payable at the rate of eight cents per hour whenever the employee is assigned to work any hours in that time period.

The existing shift differential of \$350. for the 11 p.m. to 7 a.m. shift shall be maintained and payable on an hourly basis to any employee assigned to work during those hours.

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

Attest Maria L. Moskie

By William P. Digh

COUNTY COLLEGE OF MORRIS  
STAFF ASSOCIATION

Attest Helen V. Fox

By Mary Ruhl  
Mary Ruhl, Vice President  
Inge Tiefau  
Inge Tiefau, Secretary



## Exhibit A

## COUNTY COLLEGE OF MORRIS

## STAFF SALARY GUIDE

1975-76

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Clerk Typist	5,200	5,500	5,800	6,100	6,400	6,700	7,000	7,300
Library Assistant								
Mail Clerk								
Bookstore Clerk								
Switchboard Operator								
Production Typist	5,400	5,700	6,000	6,300	6,600	6,900	7,200	7,500
Custodian I								
Keypunch Operator	5,500	5,800	6,100	6,400	6,700	7,000	7,300	7,600
Account Clerk I								
Library Assistant, Sr.	5,700	6,000	6,300	6,600	6,900	7,200	7,500	7,800
Clerk Typist, Sr.								
Invoice Clerk								
Compositor								
Account Clerk II	6,000	6,350	6,700	7,050	7,400	7,750	8,100	8,450
Departmental Secretary								
Secretary I								
Keypunch Operator, Sr.								
Custodian II								
Records Coordinator	6,200	6,550	6,900	7,250	7,600	7,950	8,300	8,650
Chief Switchboard Operator								
Offset Operator	6,400	6,750	7,100	7,450	7,800	8,150	8,500	8,850
Secretary II	6,500	6,850	7,200	7,550	7,900	8,250	8,600	8,950
Account Clerk III								
Warehouse Clerk								
Buyer	6,700	7,100	7,500	7,900	8,300	8,700	9,100	9,500
Keypunch Opr., Supervisory								
Custodian III								
Maintenance Repairman I								
Equipment Coordinator I								
Groundskeeper								
Security Officer	7,000	7,400	7,800	8,200	8,600	9,000	9,400	9,800
Secretary III								
Sr. Warehouse Clerk	7,200	7,600	8,000	8,400	8,800	9,200	9,600	10,000
Sr. Custodian	7,400	7,800	8,200	8,600	9,000	9,400	9,800	10,200
Sr. Security Officer	7,500	7,925	8,350	8,725	9,200	9,625	10,050	10,475

Exhibit A (2)

COUNTY COLLEGE OF MORRIS

STAFF SALARY GUIDE

1975-76 (2)

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
AV Technician Offset Specialist Sr. Groundskeeper Asst. TV Engineer Equipment Coord. II	7,700	8,125	8,550	8,975	9,400	9,825	10,250	10,675
Security Sergeant	8,000	8,450	8,900	9,350	9,800	10,250	10,700	11,150
Maintenance Mechanic	8,200	8,650	9,100	9,550	10,000	10,450	10,900	11,350
TV Engineer	8,700	9,200	9,700	10,200	10,700	11,200	11,700	12,200
HVAC Specialist Electrical Specialist	10,200	10,775	11,350	11,925	12,500	13,075	13,650	14,225

## Exhibit B

## COUNTY COLLEGE OF MORRIS

## STAFF SALARY GUIDE

<u>Title</u>	<u>1976-77</u>							
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Clerk Typist	5,390	5,690	5,990	6,290	6,590	6,890	7,190	7,490
Library Assistant								
Mail Clerk								
Bookstore Clerk								
Switchboard Operator								
Production Typist	5,590	5,890	6,190	6,490	6,790	7,090	7,390	7,690
Custodian I								
Keypunch Operator	5,690	5,990	6,290	6,590	6,890	7,190	7,490	7,790
Account Clerk I								
Library Assistant, Sr.	5,890	6,190	6,490	6,790	7,090	7,390	7,690	7,990
Clerk Typist, Sr.								
Invoice Clerk								
Compositor								
Account Clerk II	6,190	6,540	6,890	7,240	7,590	7,940	8,290	8,640
Departmental Secretary								
Secretary I								
Keypunch Operator, Sr.								
Custodian II								
Records Coordinator	6,390	6,740	7,090	7,440	7,790	8,140	8,490	8,840
Chief Switchboard Operator								
Offset Operator	6,590	6,940	7,290	7,640	7,990	8,340	8,690	9,040
Secretary II	6,690	7,040	7,390	7,740	8,090	8,440	8,790	9,140
Account Clerk III								
Warehouse Clerk								
Buyer	6,890	7,290	7,690	8,090	8,490	8,890	9,290	9,690
Keypunch Oper., Supervisory								
Custodian III								
Maintenance Repairman I								
Equipment Coordinator I								
Groundskeeper								
Security Officer	7,190	7,590	7,990	8,390	8,790	9,190	9,590	9,990
Secretary III								
Sr. Warehouse Clerk	7,390	7,790	8,190	8,590	8,990	9,390	9,790	10,190
Sr. Custodian	7,590	7,990	8,390	8,790	9,190	9,590	9,990	10,390
Sr. Security Officer	7,690	8,115	8,540	<del>8,915</del> 8,965	9,390	9,815	10,240	10,665



Exhibit C

COUNTY COLLEGE OF MORRIS  
STAFF SALARY GUIDE

Draft Guide

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Clerk Typist	5,000	5,300	5,600	5,900	6,200	6,500	6,800	7,100
Library Assistant								
Mail Clerk								
Bookstore Clerk								
Switchboard Operator								
Production Typist	5,200	5,500	5,800	6,100	6,400	6,700	7,000	7,300
Custodian I								
Keypunch Operator	5,300	5,600	5,900	6,200	6,500	6,800	7,100	7,400
Account Clerk I								
Library Assistant, Sr.	5,500	5,800	6,100	6,400	6,700	7,000	7,300	7,600
Clerk Typist, Sr.								
Invoice Clerk								
Compositor								
Account Clerk II	5,800	6,150	6,500	6,850	7,200	7,550	7,900	8,250
Departmental Secretary								
Secretary I								
Keypunch Operator, Sr.								
Custodian II								
Records Coordinator	6,000	6,350	6,700	7,050	7,400	7,750	8,100	8,450
Chief Switchboard Operator								
Offset Operator	6,200	6,550	6,900	7,250	7,600	7,950	8,300	8,650
Secretary II	6,300	6,650	7,000	7,350	7,700	8,050	8,400	8,750
Account Clerk III								
Warehouse Clerk								
Buyer	6,500	6,900	7,300	7,700	8,100	8,500	8,900	9,300
Keypunch Opr., Supervisory								
Custodian III								
Maintenance Repairman I								
Equipment Coordinator I								
Groundskeeper								
Security Officer	6,800	7,200	7,600	8,000	8,400	8,800	9,200	9,600
Secretary III								
Sr. Warehouse Clerk	7,000	7,400	7,800	8,200	8,600	9,000	9,400	9,800
Sr. Custodian	7,200	7,600	8,000	8,400	8,800	9,200	9,600	10,000
Sr. Security Officer	7,300	7,725	8,150	8,575	9,000	9,425	9,850	10,275

## Exhibit C (2)

## STAFF SALARY GUIDE

Draft Guide (2)

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
AV Technician Offset Specialist Sr. Groundskeeper Asst. TV Engineer Equipment Coord. II	7,500	7,925	8,350	8,775	9,200	9,625	10,050	10,475
Security Sergeant	7,800	8,250	8,700	9,150	9,600	10,050	10,500	10,950
Maintenance Mechanic	8,000	8,450	8,900	9,350	9,800	10,250	10,700	11,150
TV Engineer	8,500	9,000	9,500	10,000	10,500	11,000	11,500	12,000
HVAC Specialist Electrical Specialist	10,000	10,575	11,150	11,725	12,300	12,875	13,450	14,025

Attachment:

Exhibit D - page 3  
In the Matter of

County College of Morris

and

Internal Staff Employees Association  
of County College of Morris

and

County College of Morris Staff Association  
(Affiliated with N.J.E.A.)

Docket Nos. RO-814, RO-823

Service on the following:

George Blessing, Personnel Director  
County College of Morris  
Center Grove Road  
Dover, New Jersey 07801  
(Certified-1)

Ms. Inga Tiefau  
County College of Morris  
Center Grove Road  
Dover, New Jersey 07801  
(Certified-2)

Mr. Langdon Norris  
116 Lakewood Drive  
Denville, New Jersey  
(Certified-3)

Paul J. McBride, NJEA Rep.  
N.J.E.A. Headquarters  
180 West State Street  
Trenton, New Jersey 08608

George Benson, Esquire  
P. O. Box 131  
Budd Lake, New Jersey

RECEIVED  
SEARCHED  
PERSONNEL DEPT.

EXHIBIT E

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

DATE \_\_\_\_\_

DATE OF GRIEVANCE \_\_\_\_\_

LEVEL II \_\_\_\_\_

GRIEVANT(s) (Please Identify)

LEVEL III \_\_\_\_\_

Individual \_\_\_\_\_

ARBITRATION \_\_\_\_\_

GROUP \_\_\_\_\_

Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reference Contract Provision(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Witnesses to be Called (Approx. Number) \_\_\_\_\_

Relief Requested  
\_\_\_\_\_  
\_\_\_\_\_

College Response(s)  
Level II \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Level III \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





PUBLIC EMPLOYMENT RELATIONS COMMISSION

Exhibit D

In the Matter of

County College of Morris

Public Employer

and

Internal Staff Employees Association of  
County College of Morris

Employee Organization

and

County College of Morris Staff Association

Employee Organization

DOCKET NO. RO-814, RO-823

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter 11 of the Commission's Rules and Regulations and Statement of Procedure, and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected, and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that County College of Morris Staff Association (Affiliated with N.J.E.A.)

has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: Clerk, Clerk-Typist, Senior Clerk Typist, Typist-Production, Stenographer, Departmental Secretary, Secretary I, Secretary II, Secretary III, Library Assistant, Senior Library Assistant, AV Technician, TV Engineer, Switchboard Operator, Senior Switchboard Operator, Account Clerk I, Account Clerk II, Account Clerk III, Buyer, Compositor, Offset Operator, Offset Specialist, Key punch Operator, Senior Key punch Operator, Computer Operator, Senior Computer Operator, Security Officer, Senior Security Officer, Custodian I, Custodian II, Custodian III, Senior Custodian, Maintenance Repairman I, Maintenance Repairman II, Maintenance Mechanic, HVAC Specialist, Electrical Specialist, (continued on attached)

DATE: September 27, 1974

*Jaffa B. Jones*  
Executive Director

Trenton, New Jersey

JBJ:RSW

Exhibit D - page 2

Included: (Continued) Groundskeeper I, Groundskeeper II, Senior Groundskeeper, Warehouseman/Driver, Records Coordinator, Receptionist, Equipment Coordinator I, Equipment Coordinator II, Mail Carrier, Bookstore Clerk, Supervisory Keypunch Operator, Security Sergeant, and Warehouse Supervisor employed by the County College of Morris.

Excluded: President, Deans, Associate Deans, Assistant Deans, Human Resources Administrator, all Clerical and Secretarial Support to any aforementioned, (including but not limited to Secretary to President and Executive Secretary), Faculty, Adjunct Faculty, Chairpersons, Faculty Coordinators, Administrative Personnel, Non-Academic Professional Personnel, Managerial and Supervisory Personnel, Programmers, Senior Programmers, Laboratory Assistants, Temporary Employees, Part-Time Employees, student employees and any other category of personnel not specifically identified and classified as staff.