2-0140

TO CHOULTE

AN AGREEMENT BETWEEN THE

SUPPORTIVE STAFF ASSOCIATION OF THE

PASSAIC COUNTY COMMUNITY COLLEGE

AND THE

BOARD OF TRUSTEES OF

PASSAIC COUNTY COMMUNITY COLLEGE

August 1, 1974

July 1-74 - June - 30-76

LIBRARY
Institute of Management and
Labor Relations

c) to 6 13/5

RUTGERS UNIVERSITY

1. K

INTRODUCTION

The PASSAIC COUNTY COMMUNITY COLLEGE, BOARD OF TRUSTEES, hereinafter referred to as the College, or the Board and the SUPPORTIVE STAFF ASSOCIATION, hereinafter referred to as the Association, hereby agree as follows:

ARTICLES OF AGREEMENT

I. BARGAINING UNIT

- 1. The Board hereby recognizes the Association under Chapter 303, N.J. Public Laws of 1968, for the purpose of collective bargaining concerning wages, hours and conditions of employment for its employees who attain the status of full-time employment or are on leave. This group is collectively designated as the Bargaining Unit. The term Association, when used hereafter in this Agreement, shall refer to all employees except:
 - a) Secretary to the President
 - b) Faculty
 - c) Learning Associates
 - d) Adjunct Faculty
 - e) Administrators
- 2. The College agrees not to negotiate with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association.

II. UNDERSTANDING RELATIVE TO THIS DOCUMENT

1. The College agrees that it shall not, during the period

• •

P. 2

II. (Cont.)

of this agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 303, P.L. of N.J. 1968 except those that are negotiated and included as a part of this agreement as amendments. Any such mutually accepted amendments thus negotiated by the parties shall be reduced to writing and executed by both parties and shall become part of this agreement.

- 2. This Agreement shall be effective as of July 1, 1974 and shall expire on June 30, 1976. The salaries of members shall be subject to renegotiations for the 1975-76 fiscal year.
- 3. The College agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Supportive Staff employees now employed or to be employed by the College during the duration of this Agreement. Reproduction costs shall be shared as follows: The Association agrees to type and reproduce the agreements for the Supportive Staff Association, Faculty Association, and Administrator's Association. The College will provide the equipment and materials for such reproduction.

III. NEGOTIATIONS

1. The parties shall enter into negotiations no later than November 3rd of the date preceding the expiration of this contract, unless otherwise agreed to in writing by both parties.

The Association and the College agree that negotiations shall proceed in good faith on the part of both parties to arrive at an agreement on salaries, wages, and other conditions of

employment with the rules as set forth in Chapter 303, P. L. of N. J. 1968. The Association as well as the College has the right to make written requests initiating negotiations on proposals to be considered for inclusion in a successor agreement, or amendments to this present agreement.

- 2. Whenever any representative of the Association is requested by the College to participate during working hours in negotiation, grievance proceedings, conferences or meetings which are related to Association matters, he shall suffer no loss in pay, nor be expected to compensate in any way for the time spent in carrying out such responsibilities, nor shall he receive extra compensation therefor.
- 3. Neither the College or the Association shall have or exercise control over the selection of the negotiation representatives of the other party, and it is mutually agreed that representatives shall have all necessary authority to make proposals and counter-proposals during negotiations.

IV. BOARD RIGHTS AND RESPONSIBILITIES

- 1. The Board of Trustees retains and reserve unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.
- 2. All such rights, powers, authority and prerogatives of management, possessed by the Board of Trustees are retained subject to limitations as may be imposed by Ch. 303, L. 68 and except as they are specifically abridged or modified by this Agreement.

P. 3A

3. The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Ch. 303, L. 68, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

V. ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 1. The Association shall enjoy such rights and responsibilities and privileges as are accorded by the Agreement.
- 2. The College agrees that each eligible employee of the College may, on his own volition, have the right to join and support the Association for the purpose of negotiating salary,

V. (Cont.)

wages, and other conditions of employment. Further, he may take part in any Association or affiliate's activity for his and the Association's mutual aid without fear of recrimination. It is further agreed that no employee will be discriminated against by reason of his membership in the Association, its affiliates and his activities therein.

- 3. Members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours. Such activities shall not interfere with the instructional program.
- 4. The Association shall supply at its own cost, or be billed by the College for all materials, stationery, and other supplies and services required for use in carrying on the administrative, financial, or operational functions of the Association. The Association shall have available for its use all services of the College Print Shop. Such services shall be provided after normal working hours.
- 5. With the prior approval of the President or his designee, the Association's duly authorized representatives may be permitted use of the College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.
- 6. A bulletin board in a location designated by the President of the College for official Association purposes shall be provided in the building.

V. (Cont.)

The College agrees to provide a room or rooms to be used as a first aid station equipped with a cot and first aid kit; hot and cold running water will be located on the same floor of the first aid station.

VI. HOURS OF WORK

- 1. Normal hours for employees currently employed or to be employed, shall be 7 hours each day, 5 days per week, exclusive of lunch periods, to a total of a 35 hour week. Maintenance and custodial employees will be required to work 8 hours each day, 5 days per week, exclusive of lunch periods, to a total of a 40 hour week. It is understood and mutually agreed that operating needs of a department shall govern the scheduling of shifts and hours. Any permanent change in working hours will not be made without written notification to the individual employee involved. Notification will be submitted to the employee ten working days in advance of the proposed schedule change.
- 2. It is recommended that employees be told, when hired, that Saturday or Sunday may be part of the regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday or both, his schedule should be arranged to afford him two consecutive days off during the week. VII. SALARY
- 1. The College agrees to establish entry levels for all supportive staff titles to be attached as Appendix A to this contract.

VII. (Cont.)

- 2. Salary increases shall be based upon existing salaries as of March 1st, 1974, and shall be the percent change in the cost of living for the New York/New Jersey Metropolitan area from Dec. 31, 1972 to Dec. 31, 1973 (9.1%) plus a 2% increase. Salaries shall be as indicated in Appendix B of this contract.
- l. Work in excess of seven hours a day or thirty-five hours per week may be requested of the employee and shall be considered overtime.

Work in excess of eight hours a day or forty hours per week may be requested of maintenance and custodial employees and shall be considered overtime.

Authorized overtime will be paid at the rate of one and one half (1-1/2) times the regular hourly rate of the employee for more than forty hours. Work must be in excess of one-quarter hour to be counted as overtime.

- 2. Employees shall be compensated at double time (twice the regular hourly rate) for working on holidays or Sundays when not a part of their regular work week.
- IX. VACANCIES, NEW POSITIONS, TRANSFERS, AND PROMOTIONS
- l. Notice of all vacancies at every level will be posted by the College on bulletin boards on each floor in both buildings, on the President's bulletin board, and on the Association bulletin board in the Staff Lounge.

IX. (Cont.)

- 2. The notice will be posted for five (5) working days prior to advertising and/or hiring. The notice shall include job title, salary range or level, job classification, as well as whether the job is full-time, part-time, permanent, or temporary, and the number of hours per week.
- 3. Consideration for presently employed personnel should be given in filling job vacancies. Responses to all job applicants should be made within a reasonable time.
- 4. The College and the supervisor of the department having the open position shall determine the qualifications and abilities of employees who apply.
- 5. When promotions occur, the appropriate salary increase shall become immediately effective upon the person's assumption of duties.

X. PROBATIONARY PERIOD

- 1. After successful completion of the ninety day probationary period, the Board will confirm the permanent status of an individual by resolution with specific references to job title, permanancy, and salary.
- 2. The Association shall receive a copy of said resolution for their file.

XI. NOTIFICATION DATE

1. After the probationary period, two weeks notice shall be required by either the employee or the employer to terminate an individual's employment.

, .

XI. (Cont.)

- 2. Resignation: An employee who resigns from his position shall give two weeks' written notice to his immediate supervisor and the Dean of Administration. Failure to give the required notice in writing shall cause the employee to have deducted from payment for his accrued vacation days, one day of earned pay for each day the notice of termination is late.
- 3. Dismissal: An employee whose performance is unsatisfactory will be told of his deficiencies, in writing, by his supervisor. The Dean of Business Affairs is to be made aware of the situation but no documentation shall be placed in the employee's official personnel file without the employee's knowledge. If the employee does not correct the deficiencies in his performance that have been brought to his attention, within a mutually agreed period of time, he will receive a written warning from his supervisor and the Dean of Business Affairs. A copy of the warning will be placed in the employee's official Personnel File.

Once an employee has received a written notice, outlining the corrective actions he must take, he may be dismissed with two (2) weeks' notice or pay in lieu of notice if his performance still does not improve within two (2) weeks of the written warning.

4. Payment will be made for accrued vacation days upon the proper notification of termination of employment.

XII. HOLIDAYS

1. Each employee shall be entitled to a minimum of ten (10) paid holidays each fiscal year. Should the President declare additional College holidays, employees shall be paid. The College holidays are: New Year's Day, Lincoln's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

XIII. VACATION

- 1. Employee paid vacation days will accrue from the date of employment.
- 2. An employee, during the first year of employment shall accrue one vacation day per month of employment to a maximum of ten days per year. The same shall apply for the second anniversary year of employment.
- 3. Upon initial employment, an employee hired before the twentieth day of the month shall accrue one full vacation day for that initial month.
- 4. After the completion of the third anniversary year of employment, the employee will become eligible to take fifteen paid vacation days per year; to be accrued during the third year at the rate of two days per month, up to a maximum of fifteen vacation days.
- 5. After the completion of the fourth anniversary year and each year thereafter, the employee will be eligible for one

XIII. (Cont.)

additional paid vacation day for each year worked, beyond the third year, up to a maximum of twenty paid vacation days per year at the end of the ninth year of employment, to be accrued two days per month up to a maximum of twenty vacation days.

- 6. An employee may not request more than twenty (20) consecutive vacation days. The College is obligated to plan and provide opportunity for vacation leave for supportive staff employees during the fiscal year in which it is earned. In view of the fact that the full number of vacation days is not, in many cases, earned until the end of the fiscal year, employees may be authorized to utilize unused vacation leave for a six month period ending December 31 of the year following that in which the vacation leave is earned.
- 7. Vacation times shall be scheduled to coordinate with the work schedule and be subject to the approval of the immediate supervisor and the appropriate Dean. Such approval shall not be arbitrarily withheld. Vacation shall be approved by the Supervisor in writing, in advance.
- 8. While employees accrue vacation days during the probation period, they may not take vacation days until after the end of the probationary period.

XIV. BENEFITS

- 1. The College agrees to provide each employee, at College expense, with full family Blue Cross, Blue Shield, Rider "J", Major Medical coverage, and Purchase Power.
- 2. An employee shall not forfeit any sick leave or personal leave for a job-connected disabling injury which is covered by Workmen's Compensation Insurance.
- 3. The College agrees to continue an employee's contract benefits, subject to reimbursement in advance by the employee, during a leave of absence.

XV. TUITION

- 1. Full-time employees will be permitted to take nineteen (19) credits at the College each year with a waiver of tuition. All other costs will be borne by the employee. Employees will be limited to a maximum of eight (8) credit hours per semester.
- 2. Employees who are requested to take a special course outside of Passaic County Community College that relates to their particular position, shall have the fee for the special course paid by the College. Successful completion of the course shall be noted in the employee's personnel file.

 XVI. OVERTIME DINNER HOUR
- 1. Any employee who works more than three (3) consecutive hours in excess of his regularly assigned shift shall take a dinner hour.

XVII. SPECIAL WORK REQUESTS

1. Should an employee be called in to work outside of his regularly scheduled shift, he shall be guaranteed a minimum of four hours of work.

XVIII. ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

- 1. There will be a joint committee of four 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.
- 2. The party calling the meeting should provide whenever possible to the other party, at least one 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 Office of the Dean of Business Affairs in writing. The committee shall have the power to establish its own rules of procedure.

XIX. DUES DEDUCTION

- 1. It is hereby agreed that dues deduction for the Association and the NJEA and such other fees as may be assessed by the Association shall be made available, pursuant to Chapter 233, P.L. of N.J. 1969, NJS 52:14-15, 9E.
- 2. Remittance of such funds shall be made to the Treasurer of the Association at each month's end, together with a list of the names of members from whose salary such deductions have been made.

XX. SAFETY AND HEALTH

- 1. No employee shall be expected to perform work under conditions which are in violation of safety and health rules established by the College or of any local, State or Federal health and safety laws.
 - 2. An emergency procedure shall be posted.

XXI. LEAVES OF ABSENCE

1. SICK LEAVE: At the beginning of each fiscal year each employee will be credited with twelve sick days. Each new employee, hired after July 1, earns one sick day for each calendar month of employment from the date he is employed until the beginning of the next fiscal year. Unused sick leave will accrue from year to year.

Sick leave may be used for the employee's illness or for illness of a sick dependent. The College shall advise each employee, in writing, as to the amount of accumulated sick leave, on June 30th of each year; continuous availability of correct information shall be maintained.

- 2. BEREAVEMENT LEAVE: In the event of death in the immediate family (Mother, Father, Sister, Brother, Spouse, Children, Mother-in-Law, Father-in-Law, and Grandparents) a leave of absence with pay up to four working days will be granted for each death.
- 3. JURY DUTY: When an employee receives a subpoena for jury duty, he must present the notice to his supervisor immediately. An employee on jury duty is expected to report to work when he is not actively serving as a juror, provided he has been excused by the judge or other duly authorized court official. When an employee is serving on jury duty he shall be paid the difference between his base pay earnings, including any applicable changes in salary, and his jury pay.
- 4. MEDICAL LEAVE: An employee may be granted a leave of absence for medical reasons, without pay, for a period of up to six months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves shall not exceed two years. The employee shall be asked to present a doctor's certificate in support of this request. The employee may not be gainfully employed during this period. During the period of the leave, the College may continue to pay all health benefits within the

XXI. (Cont.)

limits prescribed by law. An employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work. Upon return, said employee shall be placed on the salary step on which he was employed prior to commencing leave.

- personal leave to a maximum of three days with pay each fiscal year. A reason shall not be required. Prior notice shall be given if possible, but this is not mandatory. Personal days do not accrue beyond a fiscal year. Professional leave may be granted for a maximum of three days without pay to not more than two Association members for the purpose of attending conferences of affiliates of the Association. Requests for such leave must be made in writing to the Dean of Business Affairs, through the employee's supervisor at least five days in advance of such requested leave.
- 6. MATERNITY LEAVE: Maternity leave shall be governed by the Civil Rights decision Miller vs. Pequannock, and by the Supreme Court decision of 1974, to be attached as Appendix "C" to this Agreement. All benefits, except salary, shall continue during the period of maternity leave.
- 7. OTHER LEAVES OF ABSENCE: For satisfactory reasons and upon written request to the employee's supervisor and the

Dean of Business Affairs, the Board may grant a leave for up to six months. When required, an extension of this leave may be granted for a period of an additional six (6) months with approval of the Board. Should an employee fail to return promptly after the leave of absence has expired, the employee may be considered to have resigned from the position at the College. This leave shall be without pay. The College agrees to continue an employee's contract benefits, subject to reimbursement in advance by the employee, during a leave of absence.

8. Employees who fail to notify the College of absence will not be paid for that absence.

XXII. RETURN FROM LEAVE

- 1. Upon return from leave, an employee shall be considered as if he were actively employed by the Board during the leave but shall be placed on the salary step and level on which he was employed prior to commencing leave.
- 2. All benefits to which an employee was entitled at the time his leave of absence began, including unused accumulated sick leave and unused vacation days and seniority shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time the leave began, if available or, if not, to a substantially equivalent position.

XXIII. GRIEVANCE PROCEDURE

A. Purpose:

The parties agree that it is in the best interest of the academic community that all grievances should be resolved promptly

fairly, and equitably. To this end relevant and necessary information, material, and documents concerning any grievance shall be provided by the Association and the College upon written request to the other.

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

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

- 1. A breach, misinterpretation or improper application of terms of this Agreement; or
- 2. An Arbitrary or discriminatory application of, or failure to act pursuant to, the policies of the Board of Higher Education or the Board of Trustees, related to terms and conditions of employment.
 - C. Informal Procedure

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

employee's option, he may request the presence of an Association representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step.

- D. Formal Steps
- 1. Step One

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

2. Step Two

If the grievant is not satisfied with the decision rendered at step one, he or she may submit his or her grievance to the College President. The President shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within 7 calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the Association representative within 7 calendar days of the conclusion of the hearing of the grievance, then,

3. Step Three

If the grievant is not satisfied with the disposition of the grievance at step two, he or she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify, or reverse the decision made at step two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees act upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Association representative within 10 calendar days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved employee may request a hearing before the Board of Trustees within ten calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within 10 calendar days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within 10 calendar days of the hearing.

4. Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at step three, the Association, as representative of the employee, shall file a notice within 10 days of the receipt of the decision of the Board of Trustees requesting submission to arbitration. Within ten (10) calendar days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved.

Unless the parties agree before the hearing that the Arbitrators' decision shall be binding, the Arbitrators' decision shall be advisory only, and said decision shall be limited to the interpretation, application, or violation of the contract language.

The cost of the Arbitrator shall be borne by both parties equally.

Ε.

- l. Matters pertaining to promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment or denial of academic freedom or violation of written college procedures. In all such cases the burden of proof shall be upon the grievant. Where appropriate the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process.
- 2. The discharge or suspension of employees during the term of a one year appointment shall be grievable and in the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the College.
- F. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this agreement.
 - G. Time Limits
- 1. A grievance must be filed at step one within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.
 - 2. In the event that the time limitations imposed under

steps one and two above, as to discussion, hearing and decision are not complied with, the grievance shall upon request be moved to the next higher step.

- 3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step within seven (7) calendar days to step two and within ten (10) calendar days to step three.
- 4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or three without a hearing at a lower step.
- 5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at step two if such step is the first level of supervision common to the several grievants.
- 6. Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College by the individual grievant within seven (7) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such seven (7) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

- 7. No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated
 or the forty-five (45) day period provided in Section G #1
 above except that payroll errors and related matters shall be
 corrected to date of error.
- 8. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

Н.

Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.

Ι.

No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

J.

Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

XXIV. TENURE

Tenure shall apply to all positions as the Statutes permit XXV. JOB DESCRIPTIONS

A committee of two Association members, two supervisors, and two administrators shall exist to review <u>all</u> Supportive Staff job descriptions when changes are proposed.

Job descriptions are subject to the approval of the Board of Trustees or its designee. Job descriptions for all positions shall be completed within sixty working days of the date this contract is approved.

XXVI. PERSONNEL FILE/PERFORMANCE APPRAISAL

1. The official personnel file on each employee shall be maintained in the Office of the Dean of Business Affairs. Any employee may make a request, in writing, to see his personnel file. All materials within the file other than external references used for employment purposes shall be made available to the employee. An Association representative may accompany the employee at the time the file is examined if the employee so chooses. The file shall not be removed from the office by the employee.

Except for external references, and other correspondence not related to job performance no other materials shall be placed in the employee's personnel file until he has been given the opportunity to read the contents and attach any comments he may so desire. All such materials shall be initialed by the employee before being placed in his file as evidence of his having seen the same. This initialing shall not be deemed to constitute approval by the employee of the contents of the material. If the employee refuses to initial any materials after having been given an opportunity to read the same, a statement to that effect, witnessed by a second party should be affixed to the document.

If an employee feels certain materials within the file should be deleted, he may ask for a review of his file. If the Dean of Business Affairs is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed.

XXVI. (Cont.)

2. At least twice a year, and at the end of the probationary period, each employee will be given a performance appraisal by his supervisor. The format will enable the employee to review the appraisal form and insert any comments he believes are appropriate after having had a conference with the department supervisor regarding his evaluation.

XXVII. RESOLUTIONS

Copies of resolutions and policy statements that are made by the College pertaining to employees in any manner shall be produced for the Association to enable it to maintain current files.

XXVIII. INFORMATION FOR EMPLOYEES

A copy of this Agreement, copies of all benefits held by the employee, and the resolution effecting employment shall be given each employee upon date of hire.