

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF CUMBERLAND COUNTY COLLEGE

AND

THE TECHNICAL ASSISTANTS ASSOCIATION

OF CUMBERLAND COUNTY COLLEGE

JULY 1, 2006 TO JUNE 30, 2010

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ARTICLE I - RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Technical Assistants Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time and part-time (employed more than 30 hours per week) technical personnel employed or hereinafter employed by the Board during the term of this contract. All other personnel shall be excluded.

The unit shall include Technical Assistants employed in the following categories:

Technician I
Technician II
Learning Assistant & Technician III
Teaching Assistant & Technician IV

In the event anyone excluded is assigned secondary duties which may be in the included category, he/she shall, however, remain excluded from the negotiation unit.

ARTICLE II - NEGOTIATION PROCEDURE

- 1.0 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 persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- 2.0 During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, technical ranks, 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.
- 3.0 As soon as the College budget is presented to the Board of School Estimate, a copy of this budget shall be forwarded to the President of the Association.
- 4.0 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 negotiation.

- 5.0 Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment on the effective date of this Agreement to persons 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 term of this Agreement. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any full-time benefit prior to its effective date.
- 6.0 The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.
- 7.0 Either party shall have the right to caucus at any time.
- 8.0 When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.
- 9.0 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 New Jersey Public Employment Relations Commission.
- 10.0 All meetings of the negotiating parties may be held in the Board Room of the Administration Building unless otherwise agreed upon. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.
- 11.0 Each negotiating session may be held between the hours of 7:30 p.m. and 10:00 p.m., and/or times of mutual agreement. There shall be one session per week unless otherwise agreed.

ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 1.0 Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that all full-time and part-time unit members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the Technical Assistants herein recognized or to refrain from such activities. Pursuant to such rights, the Technical Assistants Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- 2.0 Nothing contained herein shall be construed to deny or restrict to any Association members rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members here-under shall be deemed to be in addition to those provided elsewhere.

- 3.0 Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be canceled by any member in order to attend such meetings. No charge shall be made for the Association's use of College facilities for such meetings. A meeting room shall be made available to the Technical Assistants for one hour per month at an hour to be specified.
- 4.0 The Association shall have the right to post notices of its activities and matters of Association concern. The Association may use the College mail service and faculty mailboxes for its communications to all members.
- 5.0 Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this Contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

The Association shall supply, at its own cost, all materials, stationary and other supplies required for use in carrying on the administrative, financial or operative functions of the Association except as herein provided. The Association's duly authorized representatives or members employed by the Board 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.

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, rate and toll calls, shall be paid for by the Association. The Association will be billed at the current rate per copy for using the copying machine in the Academic Building. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

- 6.0 The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities including religious and political activities, but these activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.
- 7.0 The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory, and which is without regard to race, disability, creed, religion, color, national origin, age, sex, sexual orientation or marital status.

- 8.0 At any public Board Meeting, an Association representative will be recognized, appear on the agenda and be given the opportunity to address any issue he/she feels pertinent if notice of intent is filed with the President five days prior to the date of the meeting.
- 9.0 Announcements of professional and technical position vacancies, new positions and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all unit members through interoffice mail during the regular semesters. During winter session, and summer sessions, notices to all working professionals shall be distributed through inter-office mail. Those who are not working shall be mailed notices to their home addresses, which shall be on file in the President's Office. Should it be necessary to announce a position opening or vacancy during a vacation period, notices shall be mailed to all non-working unit members. The five days prior to its publication shall be calculated from the date of mailing.

10.0 Personnel Files

The official personnel file for each unit member shall be maintained in the President's office. Unit members shall be permitted to inspect, copy from or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division/supervisor's office. Each unit member shall receive a copy of all annual evaluation materials. Access to the official personnel file will be facilitated by the Executive Director, Human Resources and or designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Materials contained in official personnel files shall not be disclosed to individuals not in the employ of the College without prior notice to the employee.

Any complaints or criticisms made about any unit member will be promptly brought to the unit member's attention.

If a unit member is not working in a grant or contract funded position, their resume will not be used for grant or contract funding without the unit member's permission.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

1.0 Basic Work Schedule

The work week for unit members shall be thirty five (35) hours per week. The monthly schedule for each unit member shall be developed by the administration. If the monthly work schedule needs to be changed, a two week notice must be given to the concerned parties.

- 1.1 Level IV unit members assigned to teach in a classroom environment or laboratory section shall teach a maximum of 15 credit hours each Fall Semester and a maximum of 15 credit hours each Spring Semester. During the summer semesters, which are to

include Summer Session I, Summer Session II and Summer Session III, the unit member shall teach a maximum of 9 credits throughout the entire summer. The unit member shall not be required to teach during the Winter Semester.

1.2 In addition to the unit member's teaching responsibilities, the unit member is also responsible for providing laboratory support for the remainder of the unit member's work load which shall be determined by the immediate supervisor.

2.0 Evening Assignments

The basic work assignment for unit members may include up to two (2) evenings per week during the fall and spring semesters and one (1) evening per week during the summer sessions. There shall be at least fourteen (14) hours between the end of the assignment on one day and the beginning of the first assignment on the next day. No unit member will be assigned more than a five (5) day week, and days off will be consecutive after a five (5) day week. Exceptions may be made with prior written consent of the unit member.

3.0 Supplemental Teaching

3.1 Qualified unit members who are employed to teach in a traditional classroom setting will teach no more than one overload during normal working hours and time needs to be made up. Qualified unit members who are employed to teach in a traditional classroom setting or a self-paced laboratory course where an actual grade is issued shall be paid an overload on the basis of:

2006 – 10 \$670 per contact hour

Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.

3.1.1 Overload support lab coverage shall be compensated at a clock hour rate.

The clock hour rate for 2006-07 is \$26.11

The clock hour rate for 2007-08 is \$27.18

The clock hour rate for 2008-09 is \$28.35

The clock hour rate for 2009-10 is \$29.63

3.1.3 Prorated Compensation for Elected Supplemental Teaching

If the cancellation of an overload section is contemplated due to insufficient enrollment, and it is educationally feasible, the Vice President may offer qualified unit members the opportunity to teach the section according to the following reduced overload compensation schedule:

<i>Enrollment</i>	1	2	3	4	5	6
1	\$70	\$140	\$210	\$280	\$350	\$420

2	\$140	\$280	\$420	\$560	\$700	\$840
3	\$210	\$420	\$630	\$840	\$1050	\$1260
4	\$280	\$560	\$840	\$1120	\$1400	\$1680
5	\$350	\$700	\$1050	\$1400	\$1750	\$2100
6	\$420	\$840	\$1260	\$1680	\$2100	\$2520
7	\$490	\$980	\$1470	\$1960	\$2450	\$2940
8	\$560	\$1120	\$1680	\$2240	\$2800	\$3360

Payment of the prorated overload compensation shall be made at the mid-term and at the end of the semester upon receipt of the final grades. Final decision as to the overload shall rest with the Vice President.

3.2 Qualified unit members shall be given priority in choosing supplemental/overload courses over adjunct faculty.

3.3 Distance Education

Unit members will not have the right of first refusal for Distance Education courses. Administration has the right to select the individual to teach any Distance Education course.

3.4 Program Coordinators/Special Project Assistants

Compensation for program coordinators/special project assistants shall be 2.0 contact hours per academic semester (fall and spring). Upon agreement from the Administration, with proper justification, one contact hour may be given for coordination responsibilities performed during the summer months. This compensation shall be in the form of salary or release time as designated by the Administration. A unit member shall be free to accept or reject a position as program coordinator or special project assistant.

4.0 Off-Campus Teaching Assignments

Unit members may be assigned to off-campus assignments whenever it is deemed necessary by the Board. Unit members will not be unilaterally given assignments at a Prison. Assignments at a Prison will only be given with the prior written consent of the unit member.

5.0 Ten Month Employees

Unit members, employed as of June 30, 1988, under the terms of a ten month employment contract, shall continue to receive a ten month employment contract. Unit members covered under this sub-article shall receive a prorated number of sick days (Article V - 1.1).

6.0 General Conditions

6.1 Each unit member shall be provided with appropriate furnishings in accordance with his/her job requirements.

7.0 Overtime

Unit members whose extra duties, responsibilities or assignment causes them to work more than 35 hours per week shall be paid time and one-half for all hours worked beyond thirty-five. At the unit member's sole discretion, overtime may be taken as compensatory time at the rate of time and one-half or as overtime pay at the rate of time and one-half. Use of compensatory time will be arranged between the unit member and immediate supervisor of that department and will be taken within 60 days of the overtime worked. It shall be the unit member's responsibility to arrange with the supervisor to utilize compensatory time within the sixty (60) day period.

7.1 Overtime compensation shall be paid for all hours worked above and beyond the unit member's normal 35 hour week. This compensation shall not apply to any other work assignments where another rate of pay applies (ie; overload, adjunct continuing education, coordinators responsibilities, coaching or other assignments which have specific pay rates) and the unit member has the right to accept or refuse the assignment.

7.2 Unit members that work on a college holiday as defined in Article V – 11 (Paid Holidays) of the contract at the request of the immediate supervisor will be paid at one and one-half rate plus holiday pay.

8.0 Each new unit member shall be given a current copy of the Policies and Procedures Manual at the time of employment. Updates will be given regularly to all unit members. An electronic copy of the Policies and Procedures Manual and all related attachments will be available on the college's web site.

9.0 Unit Work Level

Unit shall include Technical Assistants employed in the following categories:

Level I - Technician I

Performs administrative procedural, clerical and/or other tasks related to the general function of an office under the supervision of a senior manager.

Minimum qualifications - H.S. diploma

Level II - Technician II

Performs duties requiring a knowledge of technology under the supervision of a professional staff member.

Minimum qualifications - Associate degree

Level III - Learning Assistant and Technician III

Provides ongoing assistance to students/staff in a laboratory or individualized and small group instruction environment or performs and/or provides significant technical expertise to support institutional operations.

Minimum qualifications - Bachelor's degree

Level IV - Teaching Assistant and Technician IV

Provides instruction to students in a full time classroom environment in basic/developmental courses and or,

Teaches laboratory sections of a course under the supervision of a faculty member.

Demonstrates ability to perform high level technological tasks with little or no supervision.

Minimum qualification - Bachelor's degree

10.0 Graduation

Unit members III and IV who are required to attend graduation will receive flex time for their participation.

ARTICLE V - BENEFITS

1.0 Sick Leave

1.1 A unit member who is absent from duty because of illness is allowed sick time each year without deduction in pay on the following basis:

Ten month employee - 13 working days sick leave per year

Twelve month employee - 15 working days sick leave per year

1.2 Although sick leave may not be credited during a leave of absence, unit members do not lose accumulated sick leave while on leave of absence.

1.3 Sick leave is accruable without limit. Unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under any one of the following circumstances:

- a. death of the unit member;
- b. retirement of the unit member;
- c. leaving the institution in good standing after 20 years of service prior to retirement.

The severance payment shall not exceed the maximum paid by the County (currently \$9000). If the County increases its maximum payment, the increase in the College's maximum will take effect in the fiscal year following the County's increase. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing after twenty (20) years

of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement.

1.4 Donated Leave Program. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be equivalent to the existing policy established by the County of Cumberland.

2.0 Bereavement

Leave not to exceed five days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse, domestic partner, siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the unit member. Proof of relationship may be required. In case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time.

3.0 Personal Leave

A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate division chair or supervisor. In the event of an unforeseen emergency, personal leave may be granted without prior approval. In the event of an unforeseen emergency, the Technical Assistant is responsible for contacting their immediate supervisor or dean who will then arrange coverage.

The technical assistant with teaching responsibilities is completely and professionally responsible for providing coverage or an appropriate assignment for the class.

4.0 Jury Duty

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

5.0 Leave of Absence

5.1 Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any unit member upon application for the purposes of advanced study if, in the opinion of the President and the Board of Trustees, such study shall benefit the College as

well as the individual. Upon application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in Leave Agreements.

5.2 Maternity Leave

A female unit member may elect to use accumulated sick leave. A unit member, male or female, may elect to use unpaid, job-protected Family Leave under the law. A unit member may also apply for a six (6) month unpaid leave of absence as provided in this contract. These combined leaves shall not exceed one (1) year.

5.3 Military Leave

All provisions of the State and Federal Leave detailing military training in the armed forces of the United States shall apply.

5.4 Professional Meetings

- a. Unit members are encouraged to attend appropriate and worthwhile professional meetings.
- b. To the extent possible, subject to the availability of funds determined by the College, the College will assist in payment of the expenses of attendance at professional meetings.
- c. In the event that several unit members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.
- d. A written request to attend a professional meeting shall be submitted to the appropriate Division Chair or supervisor two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Division Chair or supervisor shall notify the unit member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.
- e. When requested by the College to attend professional meetings or for other College business, if the unit member uses their personal automobile, the travel expense shall be reimbursed at the County rate per mile, plus tolls and parking.
- f. Uniform travel funds will be budgeted for each unit member based on the budgeted position within the prior year in each division/department to be used for attendance at job related conferences and meetings.

5.5 Private Employment Leave

A unit member may apply for a one year leave without pay for the purpose of employment in the private or public sector, in a position that is related to his subject specialties and that will benefit the College. Such leave will be contingent upon the hiring of a suitable replacement for the unit member.

Arrangements for the above leave must be agreed to at least six months before the beginning of said leave.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect.

The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

5.6 Personal Leave of Absence

A unit member may apply for up to a six-month leave, without pay, for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees. Unit members who are teaching "members" shall schedule such leave with the academic semesters. Applications for personal leave shall state the reason(s) for that leave. Denial of a request for Personal Leave shall not be a grievable subject through the Grievance Procedure of this Agreement.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect. The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

While on an unpaid leave from the institution, the unit member is not entitled to accumulate sick leave or annual leave nor can time be charged against the unit member's accumulated sick leave or annual leave.

5.7 Family and Medical Leave

All provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to unit members. All employees are eligible for a limited amount of unpaid, job-protected leave under this law.

5.8 Professional Leave

Professional leave shall be granted by the Board subject to the following conditions:

- a. A unit member must have completed seven (7) years of continual service to Cumberland County College.
- b. The leave must be applied for at least one semester in advance where

possible (ie; the unit member may apply in the seventh year), with the specific study or research clearly stated in the application submitted to the appropriate dean.

- c. Professional leave may be one-half contract year or one full contract year in duration. Full salary shall be paid for one-half leave and one-half salary for a full contract year leave.

6.0 Insurance Programs

6.1 At no cost to the unit members, the Board shall provide for the unit members and eligible dependents the health insurance benefits of the following plans. Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Such change shall provide:

- a. The New Jersey State Health Benefits Program or a plan equivalent to the current New Jersey State Health Benefits Program;

- b. Or available HMO's.

- c. Dental Benefits

The Board shall provide to the unit member, and eligible dependents, a three level dental plan from Horizon Blue Cross and Blue Shield of NJ. or a plan equivalent to the aforementioned plan. Unit members shall be free to join any level during the open enrollment period each year. The amount of contribution by the Board shall not exceed the cost of the base plan.

- d. Optical Benefits

The Board shall provide to the unit member only an optical program including eye examinations, eyeglasses, sunglasses and/or contact lenses prescribed by a licensed practitioner at a cost not to exceed \$300 per year per member.

6.2 At no cost to the unit member, the Board shall provide for the unit member a group income protection plan at a cost not to exceed \$140 per unit member per year. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.

6.3 The Board shall provide to the unit member, and eligible dependents, a program of prescription reimbursement defined by the current New Jersey State Health Benefits Program or a plan equivalent to the aforementioned plan

7.0 Health Services

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

8.0 Tuition

Tuition (excluding fees) shall be waived for the unit member, their spouse and dependent children (living in the household) who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met and no extension or expansion of the course, program or facilities is required. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

This does not apply to Summer Academy For Kids, Continuing Education Units (CEUs) and courses offered by Professional and Community Education. Only employees may enroll in these courses if determined to be job-related and pre-approved by the appropriate Vice-President.

In the event of the death of the unit member, the surviving spouse and dependent, children up to the age of 23, shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminates upon remarriage of the spouse.

8.1 Discount on College Bookstore material

All unit members shall be entitled to a fifteen percent (15%) discount on books and materials purchase from the College Bookstore.

9.0 Mini-Grant Fund

Subject to the availability of funds as determined by the Board, there shall be established an annual Mini-Grant Fund of two thousand (\$2,000) to fund the development of specific innovative projects by the unit members throughout the year. The maximum grant to a unit member for a single project shall be one thousand dollars (\$1000). The processing of grant proposals shall be done by the Development Committee to the Board of Trustees. Decisions of the Board are final and not subject to the Grievance Procedure of the Agreement.

10.0 Vacation Leave

10.1 Each employee in the unit covered by this Agreement shall be entitled to the following vacation 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):

- a. One (1) through five (5) years of service - twelve (12) vacation days per year.
- b. Six (6) through ten (10) years of service - fifteen (15) vacation days per year.
- c. Eleven (11) or more years of service - twenty (20) vacation days per year.

10.2 Any deviation from a twelve (12) month contract will be prorated accordingly.

10.3 A maximum of ten (10) vacation days may be carried forward from year to year.

10.4 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).

11.0 Paid Holidays

Independence Day	Day after Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas Day	Memorial Day

The College agrees to make space available for a commemoration of Veterans on Veterans' Day or the workday closest to same when Veterans Day falls on a weekend.

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

11.2 Employees who are required to work on a holiday will be compensated at the rate of one and one-half times their daily rate of pay or receive time off equal to one and one-half days for each holiday worked. Employees required to work on days when the college is closed due to snow or other emergency will be paid at a rate of time and one-half for the actual hours worked.

12.0 Development Days

Unit members will be allowed to attend development days. All labs and offices will be closed to students during development days in order to allow unit members to attend development day workshops. Development Day activities will not be scheduled on Advisement Days.

13.0 Prep Time

For those members of the Technical Assistants Association who have instructional student contact (i.e. individualized instruction or lab presentations) that may warrant preparation time, the following guidelines have been established:

13.1 It is the responsibility of the Technical Assistant to meet with their immediate supervisor to request and justify prep time. A schedule for this prep time will be mutually agreed upon. For Technical Assistants working in labs with students,

Prep Time will be scheduled at times other than when the students are present in that particular lab.

- 13.2 Approval of Prep Time will normally be considered for instructional responsibilities such as those requiring self-training on new instructional software; exploring new instructional materials for possible adoption; ongoing individualized or group instruction; planning and development of special lab activities or required workshops; developing and/or revising syllabi.
- 13.3 Under no circumstances will Prep Time be approved for normal day to day job responsibilities except as defined in Number 13.2 above.
- 13.4 Prep Time would be scheduled on a weekly basis in blocks of time no less than sixty (60) minutes according to the following scale:

<u>Instructional Contact Hours</u>	<u>Prep Hours</u>
29-35	5
22-28	4
15-21	3
8-14	2
2-7	1

- 13.5 Prep Time must be completed on campus.
- 13.6 All requests for Prep Time must be requested and approved on the appropriate form.
- 13.7 Final approval of any Prep Time lies with the appropriate Division Chair or supervisor.

ARTICLE VI - SALARY

1.0 Salary Ranges

The following salary ranges shall apply to all members of the Technical Assistants Association as of July 1, 2006:

	Minimums				Maximum
	2006-07	2007-08	2008-09	2009-10	
Level I	\$26,884	\$27,986	\$29,189	\$30,503	\$51,661
Level II	\$30,368	\$31,613	\$32,972	\$34,456	\$58,280

Level III	\$33,800	\$35,186	\$36,697	\$38,275	\$65,030
Level IV	\$37,180	\$38,704	\$40,368	\$42,185	\$71,520

- 1.1 Unit members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
- 1.2 A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make them eligible. The President may recommend employment at any rank or below the level of the noted qualifications.
- 1.3 The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

2.0 Salary Increases

The salary increase for 2006-07 will be 4%.
 The salary increase for 2007-08 will be 4.1%.
 The salary increase for 2008-09 will be 4.3%.
 The salary increase for 2009-2010 will be 4.5%.

- 2.1 In the event a unit member has not reached the minimum for their level after the July 1st increase, the salary will be adjusted to the minimum.
- 2.2 The above-stated salary increases will be paid to each unit member, employed as a unit member on June 30th of the prior academic year, provided the salary maxima stated in Section 1.0 are not exceeded.
- 2.3 All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18:29-14).

3.0 Prorated Increases for New Hires

Employees who have not been employed at the College for a full ten or twelve months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service. The following schedules will be utilized to determine the amount of their prorated increase in the base salary:

10 Mo. Contracts <u>Date of Hire</u>	% of* Annual <u>Increase</u>	12 Mo. Contracts <u>Date of Hire</u>	% of* Annual <u>Increase</u>
September	100%	July or September	100%
October	90%	August or October	91.67%
November	80%	September or November	83.34%
December	70%	October or December	75.00%
January	60%	November or January	66.67%

February	50%	December or February	58.34%
March	40%	January or March	50.00%
April	30%	February or April	41.70%
May	20%	March or May	33.34%
June	10%	April or June	25.00%
		May or July	16.67%
		June or August	8.34%

The following schedules will be utilized to determine the amount of the prorated increase in base salary for off cycle positions (ie Contract cycle dates starting in either October or January).

12 Mo. Contracts <u>Date of Hire</u>	% of* <u>Annual Increase</u>	
October	100%	
November	91.67%	
December	83.34%	
January	75.00%	100%
February	66.67%	91.67%
March	58.34%	83.34%
April	50.00%	75.00%
May	41.70%	66.67%
June	33.34%	58.34%
July	25.00%	50.00%
August	16.67%	41.70%
September	8.34%	33.34%
October		25.00%
November		16.67%
December		8.34%

The prorated increase will be calculated as follows: Annual contractual salary times the contractual percentage increase, multiplied by the above-listed percentage, equals the increase for the unit member's second contract which will be added to the unit member's initial contractual salary.

**May be hired on a July 1 to June 30 contract or a September 1 to August 31 contract.

4.0 Longevity Bonus

Unit members shall receive Longevity Bonuses as an adjustment to base salary upon the occurrence of each of the following:

Years of Completed Service

3 years	\$1,000
5 years.	\$500
10 years.	\$500
15 years.	\$500
20 years.	\$1,500
25 years	\$1,500

Upon completion of the designated years of service, the Longevity Bonus will be added to base salary subsequent to the application of the designated per centage salary increase for the subject contract year.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

The parties agree that unit members should have the opportunity to improve their position within the institution. In some cases improvement may result from moving from one unit level to another level while in other situations improvement may result in movement from the Technical Assistant level to a position as a faculty member, counselor or administrator. The obligation to acquire the qualifications for advancement rests with the unit member. The Board will assist in this endeavor as follows:

1.0 Compensation for Undergraduate and Graduate Work

The Board of Trustees, upon the recommendation of the President, will compensate full-time members currently in the service of the College for undergraduate and/or graduate work provided the following conditions are complied with:

- 1.1 Prior to enrollment in a course, members will obtain approval of the President.
- 1.2 Successful completion of the approved course with “credit” or a mark of a “B” where letter grades are assigned, official evidence of a grade report be transmitted to the office of the President of the College by the registrar of the university or college in which the course is taken.
- 1.3 Commencing with July 1, 2006, tuition reimbursement shall be limited to the sum of \$4,000 per year with a lifetime cap of \$20,000.
- 1.4 Unit members shall receive a twenty (20%) per cent tuition discount on enrollment in on-campus courses offered through the University Partner Program.

2.0 Other Study

Upon application to the President, the Board may approve an honorarium of up to \$200 per unit member for additional studies. The application shall contain the purpose to the individual's Professional Development plan, and a timetable for performing the activities. During the life of this contract, the Board shall allocate \$1000 per year to fund Section 2.0 of this Article.

ARTICLE VIII - EVALUATION PROCEDURES

The evaluation procedure is intended to support and encourage career development. It is part of an ongoing process of continuing communication, support and monitoring. The centerpiece of the procedure is an annual performance appraisal of each Technical Assistant which is directly tied to the principal accountabilities in the job description.

1.0 Performance Appraisal Procedure

The annual performance appraisal period is from July 1 to June 30 of the following year. The performance appraisal form is to be used for the process. Listed below are the steps to be followed in using the form.

A. Development and Approval of Performance Objectives and Measures (At the beginning of the annual appraisal period)

1. The Technical Assistant lists the position accountabilities and develops tentative performance objectives to be achieved during the appraisal period. The objectives should tie into overall institutional goals. The Technical Assistant is encouraged to give preference to the proposal of developmental rather than maintenance objectives. The Technical Assistant also develops tentative measures to be used to evaluate the completion of the performance objectives at the end of the appraisal period.
2. Generally within 20 working days of the completion of the annual performance appraisal for the previous appraisal period, the Technical Assistant and the Supervisor meet for a review of the performance objectives and the measures as proposed by the Technical Assistant. After any necessary changes, the performance objectives and measures are approved by the Supervisor. The final proposal shall then be reviewed and approved by the Dean to whom the Supervisor reports.

B. Appraisal of Results Achieved

1. During the month of March, the Technical Assistant presents the Supervisor with a draft description of the results achieved regarding each performance objective.
2. Within five working days, but not more than ten days, the Technical Assistant and the Supervisor meet for a review of the results achieved. After any necessary changes, a description of the results achieved is approved by

- the Supervisor.
3. Within two working days, but not more than five days, the Supervisor presents the form to the Technical Assistant with the approved description of results achieved and the Supervisor's general comments, signature and date signed.
 4. Within two working days, but not more than five days, the Technical Assistant returns the form to the Supervisor with the Technical Assistant's general comments (if desired), his/her signature and date signed. The Technical Assistant is not required to make general comments.

2.0 Observation

In order to facilitate the professional development of Technical Assistants, the evaluation process will include at least one observation of the Technical Assistant by the Supervisor. This is a three-phase process wherein the Supervisor and the Technical Assistant first meet to plan the observation, the observation is carried out and, finally, both parties assess the results. When possible, activities involving student interaction should be selected for observation. Specific tasks with identifiable procedures and measurable outcomes should be considered for those positions where little or no student contact takes place.

- A. **Phase I - Pre-Observation Conference**
The Technical Assistant and the immediate Supervisor meet prior to the scheduled observation. After reviewing previous supervision activities, the Technical Assistant proposes which activity(s) should be observed and suggested time lengths; modifications or special attention items can be discussed. Perspective roles and activities are agreed upon.
- B. **Phase II - The Observation**
The Supervisor will observe the activity and prepare written comments relative to the observation. These comments will be given to the Technical Assistant as soon as possible after the conclusion of the observation. No discussion of the activity should take place at this time.
- C. **Phase III - Post-Observation Conference**
The Supervisor and Technical Assistant then meet as soon as possible to review the observation and discuss the Supervisor's written comments. Areas of improvement should be agreed upon and suggestions and alternatives to strengthen these areas should be offered; areas of strength should be identified and reinforced. The future supervisory sequence, including possible additional observations, should be decided on at this time. Following this conference, the Supervisor prepares summary comments relative to the observation. The written observation and summary comments are retained by the Supervisor for possible use in preparing the annual performance appraisal. A copy is provided to the Technical Assistant.

ARTICLE IX - REDUCTION IN TECHNICAL STAFF

- 1.0 In the event that reduction in staff becomes necessary, the order of dismissal shall be on the basis of reverse seniority within the identified college unit for reduction with regard to the number of years employed by the College.

ARTICLE X - CONTRACTS

Reappointment letters will be given in writing and postmarked within 5 business days following the March Board of Trustees meeting. Non-reappointment letters will be given in writing and postmarked within 5 business days following the February Board of Trustees meeting for all unit members.

This does not include notice to grant-funded individuals. All grant-funded individuals are employed by the terms and conditions specified in their individual contracts established in conjunction with the College and funding agency.

Said contracts are to be signed and returned to the Board of Trustees no later than April 15th.

A college-funded unit member will not be arbitrarily transferred into a grant-funded position without prior approval of the employee.

ARTICLE XI - GRIEVANCE PROCEDURE

1.0 Purpose

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

2.0 Definitions

2.1 College Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.

2.2 Employee: Any individual in the bargaining unit recognized in Article I.

2.3 Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this Agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.

- 2.4 Grievance: A formal charge alleging a violation, misinterpretation or misapplication as defined in "1.0" above.
- 2.5 Immediate Supervisor: The person to whom a grieved employee is directly responsible under the table of organization prevailing at the College.
- 2.6 Association: Technical Assistants Association of Cumberland County College.
- 2.7 Designated Administrator: In terms of this contract, the term shall refer to the appropriate Dean.
- 2.8 Working Day(s): Any day that the College is open. Excluded are official College holidays, vacation days and weekends.
- 2.9 Grievant: Person filing complaint or grievance.

3.0 Exclusions

The grievance procedure shall not apply to the following:

- 3.1 Failure or refusal of the Board to renew the contract of an employee not under tenure.
- 3.2 Decisions of the President in exercising his discretion concerning a request for any leave.
- 3.3 Any matter herein expressly made non-grievable.

4.0 Procedures - Informal - Step I

- 4.1 A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period shall be deemed to constitute an abandonment of the complaint.
- 4.2 The complaint shall be presented by the employee to his/her immediate supervisor. This complaint shall be in writing.
- 4.3 After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
- 4.4 People present at the hearing shall be the following:
 - a. Person filing the complaint (grievant);
 - b. Association representatives (President and/or grievance officer);

- c. Immediate supervisor;
- d. College representative (contract administrator).

- 4.5 The purpose of this hearing is to settle the complaint in an informal manner between the parties.
- 4.6 The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
- 4.7 If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the appropriate Dean. This appeal shall be in writing.

5.0 Procedures - Formal - Step II Vice President

- 5.1 Upon the receipt of the grievance appeal, the Vice President shall convene a hearing within five (5) working days.
- 5.2 People present at the hearing shall be:
 - a. Person filing the grievance (grievant);
 - b. Association representative;
 - c. Immediate supervisor;
 - d. Board representatives.
- 5.3 After the close of the hearing, the Vice President shall render a decision within five (5) working days.
- 5.4 Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

6.0 President - Step III

- 6.1 If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file the grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

7.0 Advisory Arbitration - Step IV

- 7.1 The grievant may request submission of the grievance to an impartial arbitrator within fifteen (15) working days after a decision by the President. The arbitrator shall be selected by the New Jersey Public Employment Relations Commission in

accordance with its Rules and Procedures. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and Board. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

8.0 The Board of Trustees - Step V

- 8.1 The appeal will be heard, in closed session, at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study the material. This means that the Board shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
- 8.2 At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
- 8.3 At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

9.0 General Provisions

- 9.1 The number of days indicated at each step of this grievance procedures shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.
- 9.2 No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
- 9.3 A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the unit as a whole, the grievance may be processed as a grievance of the Association.
- 9.4 Parties named in the grievance or unit or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.

- 9.5 All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
- 9.6 No reprisals shall be taken against any unit member for initiating or participating in any grievance. No member of the unit shall be discharged, disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 9.7 At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the President of the Technical Assistants Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
- 9.8 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
- 9.9 In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

ARTICLE XII - THE BOARD OF TRUSTEES' RIGHTS

- A. The Board hereby retains and reserved 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, power 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.

ARTICLE XIII - MISCELLANEOUS

- 1.0 Copies of this Agreement shall be reproduced by the Board and distributed to all unit members now employed or hereafter employed by the Board for the duration of this Agreement.
- 2.0 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- 3.0 This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.

4.0 NOTICE

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

- 4.1 in the case of a unit member, if sent by mail to his last reported residential address registered in the Business Office;
- 4.2 in the case of the Board, if sent by certified mail to Board of Trustees, Cumberland County College, Vineland, New Jersey 08362 – 1500; and,
- 4.3 in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

- 5.0 Unit members will not be required to pay to park in the designated employee parking area.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July 2006, and shall continue in effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the TECHNICAL ASSISTANTS ASSOCIATION OF CUMBERLAND COUNTY COLLEGE 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 CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be place hereon.

CUMBERLAND COUNTY COLLEGE

TECHNICAL ASSISTANTS
ASSOCIATION OF CUMBERLAND
COUNTY COLLEGE

Chair, Board of Trustees

President, Technical Assistants Association

Secretary, Board of Trustees

Secretary, Technical Assistants Association

Date