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RUTGERS UNIVERSITY

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF
CUMBERLAND COUNTY COLLEGE
AND
THE CUMBERLAND COUNTY COLLEGE
STAFF ASSOCIATION

JULY 1, 1994 TO JUNE 30, 1997

ARTICLE I - RECOGNITION

- A. The Board agrees to and hereby does recognize the Cumberland County College Staff Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all Staff Association members.
- B. Parties covered by this Contract:
1. This Agreement will cover all Staff Association members in the following classifications:
 - Maintenance
 - Custodial
 - Cafeteria Workers
 - Secretarial
 - Switchboard
 2. The following classifications are not covered by this agreement:
 - Administrative Assistants: President's Office; Dean of Business and Administrative Services; Dean of Student Affairs; Dean of Instruction and Academic Services; Dean of Development.
 - Bookkeepers and Accountants: Dean of Business and Administrative Services.
 - Superintendent and Assistant Superintendent of Buildings and Grounds.
 - Bookstore Manager
 - Cafeteria Manager
 3. Association members whose employment is contingent on funding through a grant shall be covered by this contract only for the length of the grant period.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall not begin later than October 1 of the calendar year preceding the calendar year in which the Agreement expires.
- B. 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, 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.
- C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget will be forwarded to the President of the Staff Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- E. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined by Article I of this Agreement with any other organization for the duration of this Agreement.
- F. Either party will have the right to caucus at any time.
- G. When an agreement has been reached on a particular article or subarticle, the chairman of each party will initial the article to indicate that agreement has been reached between the parties.

- H. When in the view of either party an impasse has been reached, 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.
- I. All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i.e. caucusing, typing, duplicating, etc., within said building.
- J. Each negotiating session shall be held at times of mutual agreement. In the event that mutual agreement is not reached, the time of the sessions will be alternately established by each party.

ARTICLE III - RIGHTS OF THE ASSOCIATION

A. Bulletin Board

Adequate bulletin board space shall be reserved for posting of Association notices and other material dealing with proper and legitimate Association business. The bulletin board space shall be located in the existing staff/faculty lounge which is available when not being used for instructional activities.

B. Non-Discrimination

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, creed, religion, color, national origin, age, sex, marital status, disabilities or membership or negotiating activity in the Association.

C. Association Rights

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

D. Dues Deduction

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

E. New Personnel

The parties agree to the joint development of an employee orientation program for new employees. The orientation program shall include the assignment of a mentor to assist the new employees in learning their responsibility.

The Board shall distribute revisions to the Staff Manual to all unit members prior to September 1 of each year. The manual shall include, but not limited to, an explanation of available benefit programs, holidays, calendar, college procedure, job descriptions and promotion criteria.

F. Job Description

An up-to-date job description for all Staff Association member jobs will be made available to the President of the Staff Association and the employee. Any changes made to the job description on file should be immediately submitted to the President of the Association and the unit member(s).

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. Work Week

1. The regular work week for all employees in the unit, on a forty (40) hour work week, shall be consecutive five (5) day week at eight (8) consecutive hours per day excluding lunch period of one (1) hour.
 - a. All hours worked over forty (40) hours per week will be paid at the rate of time and one-half.
 - b. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
 - c. All hours worked on holiday will be paid at a double time rate plus holiday pay.
 - d. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
 - e. The conditions specified in (a) through (d) above shall only be effective when the unit member has the prior approval of their supervisor.
 - f. The College recognizes that where an employee has worked on their regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.
2. The regular work week for all employees in the unit, on a thirty-five (35) hour work week, shall be a consecutive five (5) day week at seven (7) consecutive hours per day excluding lunch period of one (1) hour.
 - a. All hours worked over thirty-five (35) hours per week will be paid at the rate of time and one-half.
 - b. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
 - c. All hours worked on holiday will be paid at double time rate plus holiday pay.
 - d. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
 - e. The conditions specified in (a) through (d) above shall only be effective when the unit member has the prior approval of their supervisor.

- f. The College recognizes that where an employee has worked on their regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.

B. Injury on the Job

If any employee is injured in the performance of their duties during the course of the work day and requires medical or surgical attention and is advised by medical personnel not to return to work that day, they will be paid the balance of the work day. All injuries shall be reported to the Dean of Administrative Services immediately. A note from the Unit members' physician will be required indicating that the Unit member is capable of returning to work.

C. Shift Differentials

Employees working on shifts of which the majority of working hours falls between 4 p.m. and 6 a.m. shall receive, in addition to their regular pay, an additional fifteen cents (15) per hour. The shift differential does not apply to sick, vacation, personal, holiday or any paid leave pay.

D. Call-In Time

An employee who is called in to work at times other than his/her regularly scheduled shift shall be paid for a minimum of two (2) hours call-in time, and hours worked after two (2), if such work requirement is for more than the two (2) hours minimum guarantee. Call-in time shall include travel time up to one-half (1/2) hour. If the call-in time is for one and one-half (1-1/2) hour or less the payment for travel time shall not apply.

E. Breaks

All employees will be allowed a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. The College recognizes that extreme environmental factors, proximity to facilities as well as operational considerations requiring continuity of service to insure the life/safety standards of the institution may require a deviation from the ten (10) minute break for maintenance personnel.

F. Unsafe Conditions

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

G. Job Levels and Classifications

The classification of positions within the bargaining unit are:

Personnel Levels

- Level V: Mechanic, skilled
 Custodian, lead person
- Level IV: Secretary III
 General Maintenance Person III
- Level III: General Maintenance Person II
 Receptionist/Switchboard Operator
 Secretary III
- Level II: General Maintenance Person I
 Secretary I
 Cafeteria Worker II
 Custodian II
- Level I: Custodian
 Floorperson
 Groundskeeper
 Cafeteria Worker I
 General Services Clerk

H. Job Opportunities

1. Notice of all supportive staff vacancies at Cumberland County College in the following categories shall be circulated to those of the Staff Association membership at least five (5) days prior to its publication elsewhere:
 - a. newly created positions;
 - b. externally funded if continued by Cumberland County College;
 AND
 - c. vacated position held by supportive staff member.
2. The notice shall state the name of the job and a short description of the same.
3. Members of the Association shall be given the opportunity to qualify for a higher classification whenever a vacancy occurs.
4. Staff Association members who are applicants for the position shall be notified of the disposition of their application.

5. Classifications which require new skills will be satisfied upon written examination, or testing of the new skill level. Typing and word processing shall be done at the unit members work station.
6. The Administration shall determine who shall be the successful applicant for the position. In the event that two (2) or more internal applicants are of equal experiences and ability, the applicant with the greater seniority shall be awarded the job. In all cases, the experience and skill shall be adequate to properly perform the job.

I. Work Year

Unit members shall work either a ten month contract or twelve month contract as determined by the Administration. The work year for ten month employees, hired after July 1, 1988, shall begin August 15 and end on June 14 of the following year. Unit members employed prior to June 30, 1988, on a ten month contract shall have the option of choosing either August 15th or September 1st as the starting date of their work year.

ARTICLE V - BENEFITS

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness is allowed sick leave each year without deduction in pay on the following basis (length of service for the purpose of determining sick leave is calculated from the day of appointment):
Ten month employees: 13 working days sick leave per year
Twelve month employees: 15 working days sick leave per year
Any deviation from twelve (12) or ten (10) month contracts will be prorated accordingly.
2. Although sick leave may not be credited during a leave of absence, an employee does not lose accumulated sick leave while on a leave of absence.
3. Sick leave allowance is accruable without limit. A unit member who dies, or enters retirement and has to his/her credit unused accumulated sick leave may be entitled to receive 50 percent (50%) of the accumulated sick leave as severance pay, not to exceed \$6000. This payment shall be paid in a lump sum at the effective date of retirement or in the event of death, to the estate. The Supplemental Compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of employment prior to the effective date of retirement.

B. Bereavement Leave

Leave not to exceed five (5) days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse, siblings, grandparents, parent-in-law, grandchildren and members of the family living in the same household with the unit member. In the case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time. Requests for bereavement leave shall be directed through the immediate supervisor to the appropriate Dean.

C. Personal Leave

1. Personal leave with prior approval of the appropriate Dean may be granted for a maximum of five (5) days per year for the following reasons:
 - a. Personal court appearance;
 - b. Marriage of employee; and,
 - c. Approved personal business which cannot be handled outside regularly scheduled hours.
2. Any other emergency or urgent reason which is not included in "a" to "c" above, if approved by the immediate supervisor.
3. Procedure for requesting personal leave:
 - a. A formal request shall be written to the appropriate Dean. This request shall include the following data:
 - (1) the specific reason for the requested leave; and,
 - (2) the date of the absence.
 - b. This request shall be submitted to the immediate supervisor to be forwarded to the Dean as soon as possible, but not later than three (3) days prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the immediate supervisor and immediate submission of the letter to the appropriate official.
 - c. All personal leaves are official only after receipt of the appropriate official's approval.

D. Family Leave

All provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq.) or Family and Medical Leave Act (29 US Code 2601) shall apply.

E. 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.

F. Maternity Leave

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

G. Annual Leave (Vacation)

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

Twelve Month Employees:

- a. One (1) year through five (5) years of service = Twelve (12) vacation days per year credit.
- b. Six (6) years through ten (10) years of service = Fifteen (15) vacation days per year credit.
- c. Eleven (11) years or more years of service = Twenty (20) vacation days per year credit.

Ten Month Employees:

- a. One (1) year through five (5) years of service = Ten (10) vacations days per year credit.
 - b. Six (6) years through ten (10) years of service = Thirteen (13) vacation days per year credit.
 - c. Eleven (11) years or more years of service = Eighteen (18) vacation days per year credit.
2. Any deviation from a twelve (12) or ten (10) month contract will be prorated accordingly.
 3. A maximum of five (5) vacation days may be carried forward from year to year.

H. Insurance Protection

1. At no cost to the unit members, the Board shall provide for him/her and eligible dependents the health insurance benefits of the following plans:
 - a. Blue Cross Hospitalization (14/20)
 - b. Blue Shield Medical and Surgical (14/20)
 - c. Rider J
 - d. Major Medical
 - e. Dental benefits in accordance with Item 5 below.
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.

3. The Board shall provide to the unit member, and eligible dependents, a program of prescription reimbursement defined by the Hospital Service Plan as "\$0, \$1 and \$5 Co-Pay Program" up to the maximum (family) benefits, which program shall be the aforementioned plan, or at the option of the Board of Trustees, any equivalent plan available from any other source.
4. The Board shall provide to the unit member an optical program at a cost not to exceed \$110.00 per year. The plan shall include sunglasses and contact lenses prescribed by a licensed practitioner. The plan shall cover one examination during the term of this contract.
5. The Board shall provide to the unit member, and eligible dependents, an upgraded dental plan. The initial year additional cost to the Board will not exceed the savings realized from the prescription co-pay change.

I. Military Leave

All military leave shall be dealt with in accordance with applicable federal and local regulations.

J. Workshops

Association members may request or be requested to attend workshops, conferences, meetings, etc. for the purpose of attaining new skills and competencies, and for the professional growth within the College. Upon approval from the immediate supervisor, absences will be granted without a loss of salary and the College will bear the necessary expenses associated with attending.

K. Tuition

1. Tuition (excluding fees) shall be waived for 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 College for Kids, Small Business Assistance Center or non-credit courses (continuing education). Only employees may

enroll in these courses if job-related and pre-approved by the appropriate Dean.

In the event of the death of the unit member, the surviving spouse and dependent, unmarried 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 the remarriage of the spouse.

2. Unit members shall be reimbursed for job-related courses taken at other institutions provided that the course is not offered at Cumberland County College and the following conditions are met:
 - a. Prior to enrollment in a course, the unit member will obtain approval of the President.
 - b. Reimbursement will be made only for credit courses in which a letter grade of "C" is achieved upon submission of an official grade report to the office of the President. In the case of non-credit vocational courses, an official copy of a "Satisfactory Completion Certificate" shall meet the requirements of an official grade report.
 - c. Reimbursement shall be made at a rate of \$40 per credit hour or a maximum of \$120 for non-credit vocational courses. A unit member will be reimbursed for a maximum of \$240 or six (6) credit hours in any one semester and a maximum of \$480, or twelve (12) credit hours, in any one academic year including summer session. The maximum reimbursement for non-credit vocational courses shall be \$240 or two non-credit courses in any one academic year including summer session.

ARTICLE VI - HOLIDAYS

A. 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

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.
2. In order to be eligible for holiday pay an employee must be on the active payroll of the College thirty (30) days and must have worked their full, regularly scheduled work day before and after the holiday, unless such absence is authorized. Under no circumstances will a unit member be eligible for holiday pay while on an unpaid leave of absence.

ARTICLE VII - SALARY

A. Salary

1. Salary Increases

The salary increases for the term of this agreement shall be:

1994-95	5%
1995-96	5%
1996-97	5 1/2%

The parties recognize that the salary for some unit members may be externally funded on an alternate contract year basis. Those individuals shall receive that annual increase on the starting date of the individual's contract year.

2. Ownership Bonus

In addition to the annual wage increase, in any year during the length of the contract that the actual full time equivalent (FTE) tuition paying students (calculated by dividing the annual official enrollment total credit hours by 30) exceeds budgeted FTE students by one hundred (100) FTE's, a bonus will be paid to all unit members. This will be a flat dollar amount calculated by taking 1% of the total salaries (all College employees eligible for the bonus) and divide it by the total number sharing in the bonus. This will be paid to unit members on June 30th. This bonus shall not become part of the unit member's base salary. The following enrollment data will be used in determining the applicability of the "Ownership Bonus":

- a. Budgeted credit hours divided by 30; and,
- b. Official enrollment credit hours less non-state fundable credit hours and non-tuition paying credit hours divided by 30.

This enrollment data will be forwarded by the Dean of Business and Administrative Services to the Association President.

3. An adjustment may be made each year to certain individuals mutually agreed to by both parties.
4. All increases in salary are awarded by the Board of Trustees upon recommendation of the President, N.J.S.A. 18:29-14.
5. Salary increases for the 1994-95 year shall be paid only to those unit members who were employed prior to July 1, 1994.

6. The salary ranges for the job titles included in this unit are listed below. Unit members whose salaries fall below the minimum for their level shall have their salary adjusted to the minimum for their level as of July 1, 1994. In the subsequent years of this Agreement, unit members who, after receiving the stipulated increase for that year, are not at the minimum salary for their level, shall have their salary increased to the minimum of the level. The following minimum and maximum salaries are effective July 1, 1994.

<u>Level</u>	1994-97 <u>Minimum*</u>	1994-97 <u>Maximum*</u>
V	\$23,000	\$36,200
IV	20,100	31,700
III	17,200	27,100
II	14,200	22,500
I	11,300	17,800

- * The salary minimums and maximums are based on a 35 hour week and/or a 12 month contract. For any deviation from a 35 hour week and/or 12 month contract the minimum and maximum will be calculated by dividing the minimum and maximum by 1820 hours and multiply the result by the total actual annual scheduled hours of employment.

B. Prorated Increases

Employees who have not been employed at the College for a full 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 for all new employees hired on or after July 1st to determine the amount of their prorated increase in base salary:

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

C. Longevity Bonus

Unit member who has reached the maximum salary level for their rank shall, at the start of the individual's contract year, receive a \$600 longevity bonus in lieu of a salary increase. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period of the contract year.

Unit members who will reach the maximum salary level for their rank after receiving a portion of the annual increase shall receive that portion of the increase to reach the salary maximum plus a \$600 longevity bonus. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period in January of the contract year.

In the even that the combination of the unit member's annual increase plus the longevity bonus would exceed the amount of the annual increase called for in the contract, the longevity bonus shall be appropriately reduced to equate the total increase to the increase specified for that year. The adjusted longevity bonus shall be payable to the unit member in the first pay period in January of the contract year.

ARTICLE VIII - PROMOTION

A. Criteria

A promotion criteria for each position in the bargaining unit shall be established by the Board and included as part of the job description for each position. When evaluating an applicant for promotion, the Board may substitute a combination of education and/or experience for one or more of the stated requirements or qualifications. Unit members will not automatically be moved into the next level when the requirements for that level are satisfied. Movement from one level to another is by promotion only. Recommendations for promotion shall at a minimum be based on the attainment of the skills and criteria for each level, determined through a testing procedure, years of service, satisfactory performance as determined by annual evaluations, and letters of recommendation from the current, and if appropriate, past supervisor(s). Unit members must complete one full year of service before applying for promotion.

B. Application Procedure

The initial responsibility for applying for advancement in level rests with the individual unit member. Applications for advancement in level must be accompanied by documentation that the applicant meets the requirements of the next level and the applicant fulfills the criteria for promotion.

Application for advancement in level shall be forwarded to the President's Office by April 30 of each year. The applicant will be notified of the College's decision on the promotion request following approval by the Board of Trustees in June of each year. All promotions are effective for the next fiscal year.

C. Stipend

Individuals awarded a promotion shall receive a salary adjustment of six hundred dollars (\$600) in the first pay period of the unit members contract year (July 15th or September 15th). Unit members awarded a promotion to senior status within their level shall receive a stipend of three hundred dollars (\$300). The stipend shall be added to the unit members' base salary in the first pay period of the unit members contract year (July 15 or September 15).

ARTICLE IX - SENIORITY, JOB SECURITY AND REDUCTION IN FORCE

- A. Seniority is defined as an employee's total length of service with the College, beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged, or retires. Where ability to perform work is equal to or better than, the person with the most seniority will be given preference when the Board finds it necessary to lay off employees. Recall shall be in reverse order of layoff. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have the first option). However, where the workforce is depleted because of vacation leave, the College shall reserve the right to designate times when an employee may not take leave.
- B. If a reduction in staff is necessary due to budgetary constraints, the Association members will be given a reasonable notice before being terminated. In no case shall the notice be less than two (2) weeks. An employee terminated with just cause will be discharged immediately.

ARTICLE X - GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

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

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim. The Association may also be considered to be an "aggrieved person" on matters specifically concerning Contract Application or interpretation.

3. Party in Interest

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

B. Purpose

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

C. Time Limitations

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limitations specified may, however, be extended by written mutual agreement.

2. Where, pursuant to the procedure hereinafter set forth, the last day for filing a grievance falls on a Saturday, Sunday or legal holiday, the last day for filing shall automatically be the next succeeding work day.

D. Rights to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by the unit member, or at the unit member's option, by a representative approved by the Association. The Board may appoint a Contract Officer who shall receive copies of grievance materials at all levels of grievance. The Contract Officer shall attend all grievance hearings.

E. Procedure

1. Level One - Supervisor

A member with a grievance shall file it in writing with the immediate supervisor. The grievance shall be filed within thirty (30) working days of the time that the grievant knew or should have known of, the alleged occurrence.

2. Level Two - Appropriate Dean

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

3. Level Three - President of the College

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

4. Level Four - Board of Trustees

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

writing with the Secretary of the Board of Trustees. The Board of Trustees shall render its decision at its second regular monthly meeting following the filing of the grievance with the Secretary. If the Board fails to act within the time set forth above, the grievance will automatically be determined in favor of the aggrieved person.

F. Reprisals

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

G. Miscellaneous

1. Group Grievance

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

2. Written Decisions

All decisions rendered at Level Three and Four of the grievance procedure shall be in writing setting forth the decision and reasons therefore and shall be transmitted to all parties in interest and to the Association.

3. Forms

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

ARTICLE XI - THE BOARD OF TRUSTEES' RIGHTS

- A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

- B. Any of the rights, powers or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.

- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

- D. This Contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term thereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XII - NON-ASSIGNMENT

This contract cannot be assigned by the Association without the prior consent of the Board of Trustees.

ARTICLE XIII - MISCELLANEOUS

- A. The Board and the Association shall continue to not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, disabilities or membership in the Association.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to either party, such rights as he/she may have under the Constitution of the United States, Constitution of the State of New Jersey, or other statutes of the State of New Jersey, or rules and regulations of the Chancellor of Higher Education or other applicable laws and regulations. The Board and Association do not condone any direct or indirect pressure upon any or all school personnel to join, refrain from joining, any employee organization(s).
- C. This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.
- D. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any employee benefits existing prior to the effective days of this Agreement.
- E. Unit members will not be required to pay to park on the faculty parking lot adjacent to the Academic Building.
- F. A ten percent (10%) discount shall be given to unit members on books sold in the College bookstore. A fifteen percent (15%) discount shall be given to unit members on supplies and clothing sold in the College bookstore.

ARTICLE XIV - DURATION OF AGREEMENT

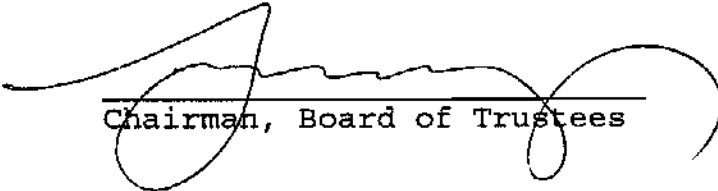
This Agreement shall become effective on the 1st day of July 1994 and shall continue in effect until the 30th day of June 1997.


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


ARTICLE XV - SIGNATURES OF CONTRACT


CUMBERLAND COUNTY COLLEGE

CUMBERLAND COUNTY COLLEGE
STAFF ASSOCIATION


Chairman, Board of Trustees


President, Staff Association


Secretary, Board of Trustees


Secretary, Staff Association

Date

4/19/94