



**AN AGREEMENT
BETWEEN
PASSAIC COUNTY COMMUNITY COLLEGE
AND THE
ADMINISTRATORS' ASSOCIATION
OF
PASSAIC COUNTY COMMUNITY COLLEGE**

July 1, 1994 - June 30, 1997



PREAMBLE

This Agreement, entered into this 19th day of June 1995, is by and between the Board of Trustees of Passaic County Community College, hereinafter called the "Board" and the Passaic County Community College Administrators Association, affiliated with the New Jersey Education Association, hereinafter called the "Association".

WITNESS

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

NOW, THEREFORE, BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

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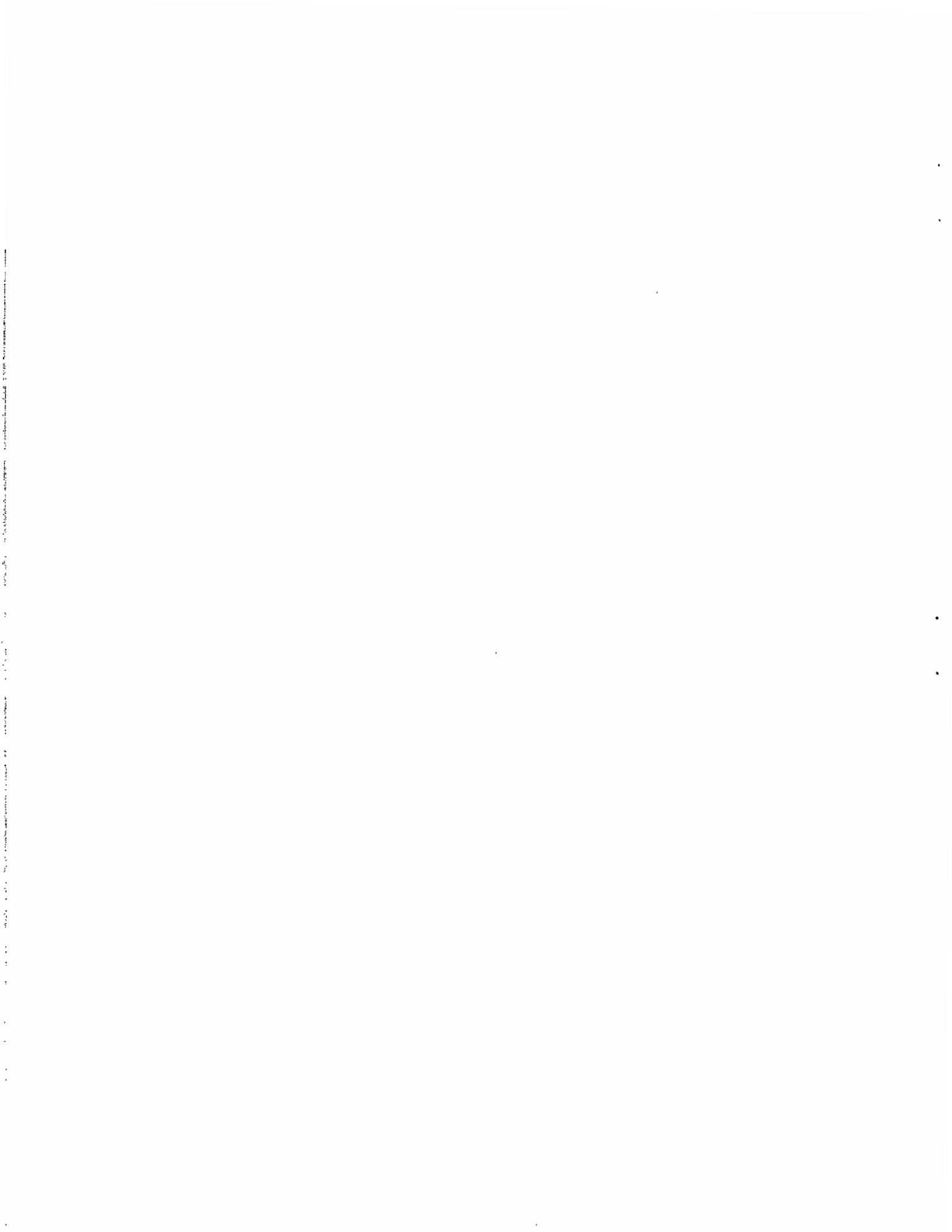


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ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the Administrators Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time administrative personnel presently employed or hereafter employed by the Board in the following classifications, titles and/or positions, or unit positions in Appendix C:

Admissions Representative	Financial Aid Officer
Assistant Director	Librarian
Manager	Media Specialist I & II
Coordinator..not preceded by academic rank	Programmer-Analyst
Counselor	Registrar/Director of Records
Director	Assistant Registrar
Academic Advisor	Supervisor
	Educational Specialist

1.2 If the Board reinstitutes any position listed on Appendix A of this Agreement during the life of this Agreement, that position will automatically become part of the Administrators' unit.

1.3 For all new positions created hereafter, the College shall notify the Association in writing of their intent to either place or not to place said position within the Recognition Section of this Agreement. The Association shall have the right to discuss placement of any new positions in the Recognition Section of this Agreement. The Association has the right to appeal inclusion or exclusion of a new job title in this agreement to the Public Employment Relations

Commissions (PERC).

- 1.4 Excluded from the negotiating unit shall be those presently employed or hereafter employed by the Board in the following classification, titles and/or positions:

President	Director of Development
Deans	Director of Personnel/Budget
Assistant Deans	Director of Institutional
Budget Manager	Research
Payroll Manager	Assistant to a Dean
Assistant to the President	Security Shift Supervisor
Director of Safety & Security	

and all other employees of the College covered by any other collective bargaining agreement.

- 1.5 Whenever a recognized title is combined with a title contained in Article 1.4, the Board shall negotiate with the association the removal of the revised title from the Recognition Section of this Agreement.

- 1.6 The definition of terms used in this Agreement shall be as follows:

"Board"	-	Board of Trustees of Passaic County Community College, Passaic County, State of New Jersey or its duly designated agent(s)
"Association"	-	Administrators Association of Passaic County Community College
"Negotiating Unit"	-	Bargaining Unit as described in Article 1.1
"College"	-	Passaic County Community College, Passaic County, State of New Jersey, or its duly designated agent(s).
"Parties"	-	Board of Trustees of Passaic County Community College and the Administrators Association of Passaic County Community College in

its capacity as the sole and exclusive bargaining representative for the employees in the negotiating unit.

1.7 Unless otherwise indicated, the term "Administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article 1.1. Such use of the word "Administrator" shall not include those positions specifically excluded from the bargaining unit as defined in Article 1.4.

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ARTICLE II

UNDERSTANDING RELATIVE TO THIS DOCUMENT

- 2.1 The Board agrees that it shall not, during the period of this Agreement, effect changes concerning the terms and conditions of employment inconsistent with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, except those that are negotiated and included as a part of this Agreement as amendments. Any such mutually accepted amendments thus negotiated by the parties shall be reduced to writing and executed by both parties and shall become part of this Agreement.
- 2.2 The Board agrees to duplicate and present copies of this Agreement within a reasonable time not to exceed three months, after signing by both parties, to the President of the Association. The Association shall be responsible for distributing the copies to all Administrators Association unit members now employed or to be employed by the Board during the duration of this Agreement.
- 2.3 The Board and the Association acknowledges that during negotiations, which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understandings and agreements arrived at, by and between the

parties after the exercise of that right, are set forth in
this Agreement.

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ARTICLE III
NEGOTIATIONS

- 3.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Law of 1974. Such negotiation shall commence no later than December 15 of the date preceding the expiration of this Agreement, unless otherwise agreed in writing by both parties. Any agreement so negotiated shall apply to all employees within the negotiating unit.
- 3.2 Whenever any representative of the Association is requested by the College to participate during working hours in negotiations, grievance proceedings, conferences or meetings which are related to the Association matters, the administrator shall suffer no loss in pay, nor shall the College be expected to compensate the administrator in any way for the time spent in carrying out such responsibilities, nor shall the administrator receive extra compensation therefore.
- 3.3 Neither the College nor the Association shall have or exercise control over the selection of the negotiation representatives of the other party, and it is mutually agreed that representatives shall have all necessary authority to make proposals and counterproposals during negotiations.

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ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- 4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America, Administrative Code, Commission on Higher Education of the State of New Jersey, and the Federal Department of Education.
- 4.2 All such rights, powers, authority and prerogatives of management, possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974 and except as they are specifically abridged or modified by this Agreement.
- 4.3 The Board retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, governing the conduct and activities of employees and which are not inconsistent with the expressed provisions of this Agreement.
- 4.4 It is expressly understood by and between the parties to this Agreement that by not exercising the rights hereby stated and reserved, or by exercising them in a particular way, after discussion with the Association, the Board shall not be deemed to have waived any of the rights specifically given to the Board under this Article.

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ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 5.1 The Association shall enjoy such rights, responsibilities and privileges as are accorded by this Agreement.
- 5.2 The Board hereby agrees that every eligible administrator shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and shall have the right to refrain from any or all such activity. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended, or other Laws of New Jersey or the Constitutions of New Jersey or the United States of America; that it shall not discriminate against any administrator with respect to hours, wages or any terms or conditions of employment by reason of the administrator's membership in the Association and its affiliates, or the administrator's lack of membership, the administrator's participation in collective negotiations with the Board or the administrator's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 5.3 Nothing contained herein shall be construed to deny or restrict to any administrator such rights as the administrator

may have under the appropriate laws, regulations and/or the policies, procedures, rules and regulations already established by the Board.

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ARTICLE VI

ADMINISTRATIVE WORK YEAR/WORKLOAD

- 6.1 Each administrator shall be considered by the Board for appointments to one-year terms consistent with the fiscal year and shall run from July 1 of any given year to June 30th of the succeeding year. Thus, the work year for all administrators shall consist of twelve (12) months.
- 6.2 Those administrators eligible for the receipt of multi-year contracts according to the laws, shall receive same subject to the provisions of NJAC 9:7.3, its implementing guidelines and subsequent revisions.
- 6.3 The normal work day for administrators shall be from 9 a.m. - 5 p.m., inclusive of a one-hour meal period. Deviation from the normal work day shall be arranged by the administrator with the approval of the supervisor.
- 6.4 The normal work week for members of the unit shall be five (5) days, thirty-five (35) hours, exclusive of a daily one (1) hour meal period and the work week shall be considered to run from Sunday to Saturday.
- 6.5 The foregoing defines the normal hours, days and span of time. Nothing contained herein, however, shall prohibit the Board or the College from requiring and expecting work beyond that stated prior in order for a member of the unit to adequately perform the duties and responsibilities that the administrator's position requires.

- 6.5.1 Administrators authorized by their immediate supervisor to work more than the hours stipulated in 6.4 shall be entitled to receive compensation at their prorated hourly rate of salary or at the rate of \$20.00 per hour, whichever is greater, or receive compensatory time off at the rate of one and one half (1 & 1/2) times the hours worked, at the option of the unit member. Overtime compensation will be based upon quarter-hour intervals or, if a quarter-hour interval is exceeded, by the next highest quarter-hour.
- 6.6 Nothing contained herein shall deprive the College of the right to continue to adhere to normal work schedules for current employees if inconsistent with the above, nor shall it alter the right of the College to fix the work schedules of any new hire at its discretion. Also, with respect to current employees, the College shall have the right, at its discretion, to deviate from the normal work schedule. Any permanent deviation from the normal work schedule will not be made without written notification to the individual employee involved. Notification will be submitted to the employee at least three (3) weeks in advance of the proposed schedule change. Such schedule change will not be arbitrary or capricious.
- 6.7 Members of the unit shall be required to sign a monthly

time and attendance report which shall be submitted to the Personnel Office, in accordance with College regulations. If overtime is authorized and is worked in any month, it shall be so indicated on the attendance report form filed, including the stated option of the unit member for said compensation as indicated in 6.5.1. If overtime pay is called for, the overtime pay shall be included in the first paycheck succeeding the due date for time sheets, as established by the Payroll Department. If compensatory time is granted, it must be used within twelve months from the month in which it was earned.

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ARTICLE VII

SALARIES

- 7.1 Effective July 1, 1994, each unit member employed as of April 1, 1994, and on the signing of this agreement shall receive an adjustment of a 5% increase in base salary. In addition, those unit members employed as of April 1, 1994 and on the signing of this agreement will receive a one-time payment of \$250 not to be included in base salary.
- 7.1.1 Effective July 1, 1995, each unit member employed as of April 1, 1995 shall receive an adjustment of a 5% increase in base salary.
- 7.1.2 Effective July 1, 1996, each unit member employed as of April 1, 1996 shall receive an adjustment of a 5% increase in base salary .
- 7.1.3 Any employee earning less than \$30,000 as of June 30th, 1994 and during the course of this contract period earns or possesses a master degree, will be entitled to a \$1500 increase to his or her base salary. Those unit members who receive an adjustment under this clause are not eligible for receiving compensation for the same degree under 17.9.
- 7.1.4 Each Administrator who enters the sixth (6th), eleventh (11th), sixteenth (16th), twenty-first (21st), and twenty-sixth (26th) year of employment with the College

shall receive a longevity increase to their then current base salary of four percent (4%). Longevity increases shall be payable upon the anniversary date of employment.

7.1.5 Individual unit members may receive an Individual Recognition Award in any one year of the Agreement. The President may recommend to the Board of Trustees Individual Recognition Awards in any one year without restriction as to number or amount. The granting of such Individual Recognition Awards shall be at the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE VIII

SEPARATION

- 8.1 Separation is caused by resignation, non-reappointment, termination for cause, reduction in force or death of a unit member.
- 8.2 Non-reappointment: Administrative decision not to renew the annual contract of the administrator for the upcoming fiscal year.
- 8.3 Reduction in force: Administrative decision, which is not related to job performance, to separate an administrator from the College.
- 8.3.1 Administrators who are reduced in force shall receive ninety (90) days notification of said reduction in force via certified mail. In the event the Board gives late notice the administrator shall receive two calendar months pay (1/6 of annual salary) in the form of separation pay.
- 8.3.2 When and if a reduction in force becomes necessary, administrators shall be affected in inverse order of seniority by position, provided the employee who is retained is qualified, in the judgement of the College, to perform the remaining duties. The decision to implement a reduction in force and the determination of qualifications (if more than one employee was hired on the same date) to perform duties shall be solely within

the discretion of the College and shall not be subject to the grievance and provisions of this Agreement.

8.3.3 Recall of employees will be in reverse order of reduction in force provided the employee is qualified to perform the duties of the position which is available, in the judgment of the College. Employees shall retain such right to recall for vacant positions for one (1) year from the date of reduction in force. The College shall not be obligated to recall an administrator who has rejected a previous offer of recall.

8.3.4 Notice of recall shall be sent to the employee by registered mail to the last known address given to the College by the employee. It will be the responsibility of the employee to provide the Personnel Office with a current address.

8.3.5 The employee shall have two (2) weeks in which to notify the College of his/her decision to accept the position offer. If he/she does not notify the College within time, he/she shall be deemed to have declined the position.

8.3.6 If the employee accepts the position, he/she shall have to return to work. The College shall determine the date of rehiring, so long as it provided at least two (2) weeks notice. If the employee does not report to work on the date required, except for a justifiable reason, he/she shall be deemed to have waived his/her opportunity

to return to work.

- 8.3.7 An employee shall not continue to accrue seniority after his/her separation date. However, if he/she returns to a position at the College, he/she will be given credit for all past seniority he/she has accrued.
- 8.3.8 Upon rehire, the employee shall receive the minimum rate of pay then in effect for the position in which he/she is hired, except where the employee was earning more in the position at the time of reduction in force, in which case he/she shall receive the rate he/she was earning at the time he/she was effected.
- 8.4 Termination for Cause: Administrative decision to separate an administrator due to unsatisfactory job performance, serious misconduct, or as a result of the commission of a serious crime.
- 8.4.1 The Board shall have no obligation to give prior notification to an administrator who is terminated for serious misconduct, or as a result of the commission of a serious crime.
- 8.4.2 Prior to termination due to unsatisfactory job performance, said unit member shall be given a probation period of not less than sixty (60) days, and a detailed delineation of their inadequacies accompanied by suggestions for remediation.
- 8.5 Resignation: When an administrator voluntarily ends his/her employment with the College.

- 8.5.1 An administrator who is voluntarily resigning from employment shall give the College written notification thirty (30) days prior to the effective date of their resignation.
- 8.6 In the event of death of an administrator, unused vacation time, and all other obligations, inherent in this agreement or required by State and Federal Law or regulation, shall be paid to the administrator's estate.
- 8.7 Administrators who are separated from the College in any of the above stated manner shall be paid for all earned but unused vacation time. However, in the event an administrator gives late notice of resignation, one day of separation pay shall be deducted for each day that the resignation notice is late.
- 8.8 Administrators who are separated from the College due to reduction in force or death shall receive payment for one-half (1/2) of their accumulated sick leave to a maximum of sixty (60) days, at a rate equal to the administrators then current per diem.
- 8.9 Matters of administrator separation shall be within the sole discretion of the Board and shall not be subject to the grievance arbitration provisions of this Agreement. However, upon request, the Board shall provide the administrator with a statement of reason(s) for its action to non-reappoint, terminate for cause, reduce in force, and shall afford an opportunity to the

administrator to appeal before the Board or a committee of the Board concerning the separation. Nothing contained in the above sections of this article shall be construed as amending or modifying in any way the provisions set forth in NJSA 18A:60-14 or the relating NJAC 9:4-5 as it relates to unit members who have been employed for five or more consecutive years in an eligible position.

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ARTICLE IX

JOB POSTING

- 9.1 All new or vacant bargaining unit positions shall be posted internally on or before the date such position is advertised externally. In addition, a copy of the job posting announcement shall be sent to the President of the Association.
- 9.2 In filling these openings, due consideration shall be given to those members of the unit who shall apply for said positions.
- 9.3 Prior to the Board of Trustees final approval of a candidate, written notification (including the candidate's name, title and rate of pay) shall be sent to the President of the Association.

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ARTICLE X

SICK LEAVE

10.1 Sick leave for fiscal year 1994-95 is governed by the 1991-94 collective bargaining agreement. Effective July 1, 1995 all members of the unit shall be entitled to fifteen (15) sick leave days each fiscal year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Administrators, who leave in good standing, after ten years of service shall receive payment, for not more than fifty percent (50%) of a maximum accumulation of one hundred and fifty (150) days, at a rate equal to their then current per diem. "Good standing" is defined to mean: 1) proper notification under Article VIII has been given, 2) all College property has been returned, and 3) a signed individual agreement has been executed by the administrator relieving the College of any obligations arising out of employment. All members of the unit employed as of June 30, 1991 that have accumulated in excess of one hundred and fifty (150) sick says shall be entitled to fifty percent (50%) of the amount as of June 30, 1991. In the event said members sick days decrease below the one hundred and fifty (150), that member then shall be limited to the maximum accumulation recorded as of June 30, 1991.

- 10.2 Sick leave is occasioned by the absence of an individual from work because of illness, disability or accident in the unit member's immediate family including the administrator, parents, siblings, spouse, foster parents, foster children, children, step-parent, step-children, parent-in-laws, grandparents or any person or relative domiciled in the residence of the unit member.
- 10.3 Payment under this Article shall be made providing that the administrator's supervisor or appropriate Dean is notified of the absence at the earliest possible moment.
- 10.4 A certificate from the administrator's doctor will be required prior to payment to verify three (3) or more consecutive days of sick leave absence, if requested. In addition, where a pattern of absences can be demonstrated, no payment shall be made for absences of administrators on Mondays or Fridays or the day before or after a holiday, a long week-end, or an administrator's vacation period unless a doctor's certificate, if requested, is obtained attesting to the physical inability of the employee to report to work. Proof of illness where required, must be presented to the appropriate Dean as a condition of payment.
- 10.5 A sick leave sharing bank will be established for the Administrators Association. This bank will entitle Association members who exhaust all their accumulated leave, in the face of prolonged absence due to serious

accidents or illnesses, to borrow sick leave days from the bank. The following guidelines will determine eligibility and usage:

1. To establish the sick leave bank, each association member agrees to initially donate one (1) sick leave day. The College will donate a matching amount.
2. Should at any further point in time the sick leave bank be depreciated to fifty days or less, the Director of Personnel/Labor Relations will notify the President of the Administrators Association that members will donate one (1) additional sick leave day to the bank. The College will donate a matching amount.
3. In order to qualify for borrowing sick leave days from the bank, an association member must exhaust all of his/her accumulated leave. He/she must be incurring a prolonged absence due to an accident and/or illness of serious nature. Final eligibility will be determined by the mutual agreement between the Director of Personnel/Labor Relations and the President of the Administrators Association.
4. If a dispute between the Director of Personnel/Labor Relations and the President of the Administrators Association arises over eligibility,

then the President of the Academic Council shall become the deciding vote in the dispute over eligibility.

5. An Administrators Association member may borrow up to fifty days of sick leave per year if determined eligible.
6. Six months subsequent to recovery and resumption of full time work, each association employee who borrows sick leave from the bank agrees to replenish the bank by contributing no more than one sick leave day per month to the bank.

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ARTICLE XI
PROBATIONARY PERIOD

- 11.1 The first one-hundred and twenty (120) days of initial employment shall be a period of probation and performance evaluation of the administrator by the supervisor. During this period, the administrator may be terminated at any time and shall have no recourse to the grievance procedure hereinafter contained. An administrator who successfully completes the initial or probationary employment period shall be entitled to all provisions of this Agreement, except as provided within this Article.
- 11.2 Days lost from work because of sickness or accident during the aforementioned period, shall not be considered in computing the probationary period.
- 11.3 Probationary employees shall not, for the duration of this period be entitled to any fringe benefits, unless provided for by law, except for compensatory time as outlined in Article 6.5.1, sick leave, holidays and other closings, as provided under this Agreement. Probationary employees shall accrue vacation and sick days during their probationary period, but shall not be entitled to take vacation until they have completed their probationary period.

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ARTICLE XII

PROMOTIONS

- 12.1 A promotion shall be defined as an appointment of an employee of the College to a unit recognized position whose minimum salary is greater than the minimum salary for the positions currently held by the employee.
- 12.2 Upon promotion, the first ninety (90) days shall be a period of performance evaluation of the administrator whose performance evaluation, if not acceptable, shall be returned to the title formerly occupied. This action shall be at the sole discretion of the College and shall not be subject to the grievance and arbitration procedures of this Agreement.
- 12.3 Upon successfully completing the evaluation period under this new position, the administrator shall receive, retroactive to the date of the promotion, an adjustment in salary of an amount at least equal to the difference between the current salary the administrator is earning and appropriate new minimum salary or fifty (50%) percent of the difference between the minimum of the previously held position and the newly appointed position, whichever is greater. The Board may at its sole discretion apply an increase which is greater than either amount.
- 12.4 An acting position shall be defined as an appointment of an employee of the College to a unit-recognized position

whose minimum salary, and responsibilities, are greater than the minimum salary and responsibilities of the position currently held by the employee.

12.4.1 Upon appointment to an acting position, the first thirty (30) days shall be a period of performance evaluation of the administrator. Upon said evaluation, if not acceptable, the Administrator shall be returned to the title formerly occupied.

12.4.2 Upon successfully completing the evaluation period under the new position, the administrator shall receive an adjustment in salary thereafter which will equal the minimum of the newly appointed position or ten percent (10%) of their current salary, whichever is greater. The Board may at its sole discretion apply an increase which is greater than either amount. This adjustment is limited for the duration of the appointment in the acting capacity and shall terminate upon its conclusion.

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ARTICLE XIII

HOLIDAYS

13.1 The College will grant to all administrators the following holidays off with full pay:

Martin Luther King Day	Independence Day
Presidents Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
	1/2 day Christmas Eve

and the week between and inclusive of Christmas Day and New Year's Day.

13.2 The above holiday schedule will be subject to change as directed by the academic schedule of the College. However, in any fiscal year, the administrator shall have no fewer than fourteen (14) holidays. At the discretion of the appropriate Dean or his/her designee, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, the member will receive another day off with pay at the discretion of the employee. Such holiday assignments shall be kept to a minimum.

13.3 Any administrator scheduled to work on any declared holiday, as above defined, and fails to work on said day, shall receive no pay for such holiday or time off with pay, unless such failure has been excused under any other provision of this Agreement.

13.4 An administrator shall receive holiday pay if the

administrator is actively employed at the time of the holiday and is not on leave of absence, maternity leave or is otherwise absent from the College, provided the administrator fulfills the eligibility requirements of this Article.

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ARTICLE XIV

LEAVES OF ABSENCE

- 14.1.1 An approved leave of absence without pay may be granted to a member of the unit who has completed five (5) years of service or more for a period not to exceed one year.
- 14.1.2 Requests for such leave shall be made in writing to the appropriate Dean at least six (6) months or an appropriate amount of time prior to the commencement of said leave, except in a situation of extreme emergency.
- 14.1.3 If said leave is denied by the appropriate Dean, the denial may be appealed in writing to the Board of Trustees. Such appeal must be made within ten (10) working days after denial by the Dean. The decision of the Board shall be final and binding and not subject to the grievance and arbitration procedures of the Agreement.
- 14.1.4 Approval of leave may be granted for the following reasons:
1. Pursuit of a degree or post-doctoral work at an institution of higher education.
 2. Recuperation for ill health.
 3. Unusual and/or unavoidable personal situation.
 4. Research
- 14.2.1 All members of the unit shall be eligible for military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and other legislation relating to employment rights of persons in

the military forces of the United States.

14.2.2 All members of the unit who are called for reserve training as a member of any armed force or national guard reserve unit, shall be granted leave in accordance with applicable law.

14.2.3 Two (2) weeks notice, made to the appropriate Dean, of intended absence for reserve duty is required and the College reserves the right to request and obtain a copy of the official military order.

14.3 Employees who become pregnant shall within a reasonable time thereafter notify the Office of the President in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

14.3.1 Unpaid Leave

Maternity leave without pay will be granted to eligible employees who have completed six (6) months or more of continuous full time service. Leave shall be up to a maximum of six (6) months.

14.3.1.2 Leave will be granted upon written application at least three (3) weeks in advance of said leave.

14.3.1.3 Except as provided herein, an employee will not accrue benefits during any period of leave nor will she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

14.3.2.1 Disability Leave for Pregnancy

Those employees who become pregnant and who desire to

continue to work shall so notify the appropriate Dean in writing within a reasonable time after pregnancy is determined.

14.3.2.2 Any time that the ability of the employee who has become pregnant, to continue working is in question, the Dean can require, and the employee shall provide, a statement from the employee's attending physician certifying the expected date of delivery, the individual's physical ability to continue working and the date up to which she will be physically able to continue work in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and as long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by a physician designated by the College, in concurrence with the administrator. If any differences of medical opinion should arise between this physician and the administrator's physician, the College shall request expert consultation, in which case, the Passaic County Medical Society, 642 Broad Street, Clifton, New Jersey 07514 (201) 777-2400, shall appoint an impartial third physician, who shall examine the administrator and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall

be borne by the College.

14.3.2.3 Disability leave shall be granted for a reasonable period of time but shall not continue past the end of the physical disability. The time for leave initially granted may be extended upon written request to the appropriate Dean with an accompanying proof of continued physical disability. Subsequent request for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability. The Board need not grant or extend the leave of absence beyond the end of the individual contract year in which the leave is obtained, unless the individual has been issued a renewal contract.

14.3.2.4 A pregnant employee shall be granted earned sick leave with pay pursuant to Article IX for such period of time that she is physically unable to perform her work prior to the expected delivery and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave.

14.3.3 An employee who indicates a desire to return to her employment on or before the expiration date of her leave shall be reinstated to her former position or to a position of like status and pay without loss of benefits or service credits, provided that she gives reasonable notice under the circumstances to the Personnel Office of

her intention to return and provides certification from her physician to the effect that she is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.

14.4 The College may grant no more than two sabbatical leaves per year. Sabbatical leave shall be awarded for either one (1) academic semester (not to exceed six months) at full pay, or for two (2) academic semesters (not to exceed one continuous twelve-month period) at half pay.

14.4.1 Administrators who have completed seven years of service with the College may make written application for a sabbatical leave of absence to the appropriate Dean. Applications must be submitted at least three months in advance of the anticipated beginning date of the leave. Administrators are encouraged to consider the academic cycles in applying for leave. Applications must include the specific dates of the leave, verification of the use and purpose for the leave, a statement demonstrating the effective benefit to the College, and a signed commitment that the administrator agrees to complete two (2) years of employment with the College upon return from the sabbatical.

14.4.2 The appropriate Dean shall weigh all applications for sabbatical leave against the following criteria:

1. Relevant full-time attendance at graduate school.
2. Relevant full-time research or writing projects.

3. Travel which may be deemed beneficial to the College.
 4. Any other activity which may be deemed probable to enhance the professional growth of the administrator and, thus; become beneficial to the College. The Dean shall forward the application together with his recommendation to the President. The decision of the President shall be final and binding, without recourse to the grievance/arbitration procedures of this Agreement.
- 14.4.3 Upon return from sabbatical leave, the administrator shall be placed in his former position at the salary amount he would have been placed had he been employed at the College throughout the leave period.

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ARTICLE XV

BEREAVEMENT LEAVE

15.1 All administrators covered by this Agreement shall be granted paid time off for four (4) working days lost immediately following the date of death of members of the administrator's immediate family or any person or relative domiciled in the residence of the unit member, for the purpose of attending the funeral. The immediate family shall be defined as parents, sibling, spouse, children, foster children, foster parents, parents-in-law, grandparents, step-parents, and step-children.

15.2 An administrator shall not be entitled to bereavement leave if at the time of death in the family, the administrator is on leave or otherwise absent from work under any other provisions of this Agreement, except for vacation.

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ARTICLE XVI

VACATION

- 16.1 Vacation leave for fiscal year 1994-95 is governed by the 1991-94 collective bargaining agreement. Effective July 1, 1995, the Board shall grant to all members of the unit twenty-two (22) working days vacation per fiscal year.
- 16.2 Administrators shall have the right to utilize vacation leave within the twelve (12) months it is earned and the six (6) succeeding months. Administrators must use at least 12 vacation days per year.
- 16.3 Vacation days shall be posted for each administrator on July 1st of each fiscal year. Administrators beginning employment during a fiscal year shall have the appropriate prorated share of vacation days posted to their account. In the event an administrator leaves employment with the College during a fiscal year, an appropriate prorated share of vacation leave will be deducted from the administrators's separation pay.
- 16.4 Administrators may take all their earned vacation at one time or at various times subject in all cases to the prior approval the appropriate Dean and consistent in all cases with the needs of the institution. Requests for vacation should be submitted at least three (3) weeks in advance of said requested vacation leave. Permission will not be arbitrarily withheld.
- 16.5 Vacation leave will not be granted during the initial one

hundred twenty (120) days of employment.

16.6 No part of the administrator's scheduled vacation may be charged to sick leave, unless specifically approved in writing by the Dean of the Supervisor.

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ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 17.1 Administrators shall be eligible to receive tuition reimbursement for graduate programs and/or graduate level courses taken at an accredited institution of higher education. Such reimbursement shall be up to a maximum rate equal to the prevailing graduate tuition per credit rate at Rutgers University.
- 17.2 Any employee taking undergraduate courses shall be reimbursed at a rate not to exceed the prevailing Rutgers undergraduate tuition per credit rate.
- 17.3 Tuition reimbursement shall be limited to six (6) credits per semester/term. The President may waive this limit under special circumstances.
- 17.4 Request for program and/or course consideration shall be submitted to the appropriate Dean or Division Head including a description of the course(s), no later than two months before class registration. The Dean or Division Head will forward the request with his/her recommendation to the President or his/her designee for approval or denial. The employee shall be notified no later than one month prior to class registration of the decision to approve or deny reimbursement. The decision of the President shall be final and binding and

shall not be arbitrary or capricious. Written reasons shall be given with any denial.

- 17.5 Programs and/or courses approved for tuition reimbursement shall be relevant to the administrators current duties at the college.
- 17.6 Course work must be limited to outside normal working hours.
- 17.7 Payment will be made upon successful completion of a course and the submission of a receipt of payment for the course.
- 17.8 Reimbursement shall be for the actual costs incurred which shall be defined as the per credit tuition cost of the course(s) up to the maximum rate established in 17.1 and 17.2 above.
- 17.9 Employees who earn a Masters degree from an accredited institution after July 1, 1994 will be entitled to a \$1000 increase to their base salary. Employees who earn a Doctorate degree from an accredited institution after July 1, 1994 will also be entitled to a \$1000 increase to base salary.
- 17.10 Administrators, their spouses, and their children may take courses at Passaic County Community College. Administrators shall be reimbursed for tuition and general fees for courses taken by themselves, their spouse, and children. All other costs will be borne by the administrators. An administrator may enroll for no

more than nine (9) credits or an equivalent time in credit and non-credit courses per semester/term. All work schedule conflicts must be approved in advance by the appropriate Dean and the President. Administrators' spouses and children may take up to 36 credits or equivalent time in credit or non credit courses at the college each year.

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ARTICLE XVIII

REIMBURSEMENT FOR MEALS/TRAVEL AND MILEAGE

18.1 Reimbursement for Meals

Administrators who are required to work overtime, shall be reimbursed for meals under the following conditions:

18.1.1 The administrator must be required to work at least three (3) hours of overtime by the appropriate Dean.

18.1.2 The Administrator must submit a receipt for meals, together with a request for reimbursement.

18.1.3 Reimbursement for the cost of meals, travel, and mileage shall be at a rate governed by College policy.

18.2 Reimbursement for Travel

The College will reimburse the administrator for all tolls and parking charges incurred while traveling on official College business. Receipts must be submitted by the administrator in order to obtain reimbursement.

18.2.1 The College is not responsible, nor will it reimburse any administrator, for any costs incurred as a result of the commission of any parking or traffic violation while the administrator is on official College business.

18.2.2 Any administrator traveling on official College business is expected to have a valid driver's license and to be adequately protected by personal liability and property damage insurance, obtained at their own expense. The College assumes no liability as to either the

administrator or any third party for personal injury or property damage sustained while the administrator is traveling on official College business.

18.2.3 Should an administrator be required to travel on College business which takes the administrator reasonably close to the normal route either to or from work usually taken by such administrator, and such travel is required at a time when the administrator will continue on to work at the College or to the administrator's home, after such business is concluded, the College shall be required to reimburse the administrator only for the distance traveled between the College and the location where the administrator is to transact said business for the College.

18.2.4 The College agrees to provide the Association with a copy of the procedure to be utilized for approval of an administrator's use of the administrator's own automobile on official College business. The College further agrees to inform the Association of any changes which it makes in this approval procedure and to provide, within a reasonable time thereafter, a copy of the revised procedure.

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ARTICLE XIX

OTHER BENEFITS

- 19.1 The College agrees to provide the following benefits as permitted and/or prescribed by law, regulation and/or statute at no cost to the administrator: Single or family coverage as applicable.
- 19.1.1 Health Benefits.
- 19.1.2 Major Medical Insurance
- 19.1.3 The College shall provide full dental insurance coverage for administrators. Dental services may be obtained from a dentist of the administrator's choice and reimbursement shall be made in accordance with the terms of the plan. The College shall select an appropriate plan and shall not change that plan without the agreement of the association.
- 19.1.4 Purchasing Power Privilege.
- 19.1.5 Reimbursement up to one hundred (\$100) dollars per year per administrator for claims lost under the Major Medical deductible as evidenced by a copy of the insurance company's non-reimbursement of such claims to the administrator. Such reimbursement claim shall be submitted to the Personnel Director once each year with the appropriate documentation.
- 19.1.5.1 Effective July 1, 1983, reimbursement will be made for the deductible portion under the Major Medical Plan

currently in effect as evidenced by the submission of said deductible or an insurance company acknowledgement.

19.2 The College agrees to provide the following benefits as permitted or prescribed by law, regulations and/or statute at an appropriate employee cost as prescribed in the appropriate plan for which the administrator is eligible:

19.2.1 Pension

19.2.2 Group Term Life Insurance

19.2.3 Long Term Disability Insurance included as part of the pension plan.

19.3 The College agrees to extend the same disability benefit provided to members of the Alternate Benefit Program (TIAA/CREF) of the New Jersey Division of Pensions to members of the Public Employees Retirement System. An appropriate amount as prescribed by the rules of the Alternate Benefit Program, will be paid to each unit member who qualifies. As soon as the unit member is eligible under PERS for such disability coverage, this provision shall no longer be applicable to the unit member. The College will pay a disabled administrator at their then current per diem during the six month waiting period. This amount will be charged to the 130 day sick-leave bank, as established by the College, which unit members agree to replenish.

19.4 An administrator who misses work due to a job connected

disabling injury which is covered by Worker's Compensation Insurance shall not be charged for any accumulated sick leave, personal leave, or vacation leave which is utilized while absent. It is understood that the administrator agrees to endorse over to the College any check for wage replacement benefits. If the administrator does not endorse over the check for wage replacement benefits, the College will charge the administrator with one full sick leave, personal leave, or vacation leave day for each day of work which is missed.

19.5 The College agrees to continue the administrator's health benefits, dental and major medical insurance, subject to reimbursement of the College in advance by the administrator, during an approved leave of absence.

19.6 Each administrator shall be eligible to have an annual eye examination. The College agrees to reimburse the administrator for the cost of said exam up to fifty dollars (\$50) annually. In addition, if corrective lenses are prescribed and subsequently acquired by the administrator, the College agrees to reimburse the administrator for fifty percent (50%) of the cost of said lenses, for contacts or inserted in frames, up to one hundred (\$100) dollars annually.

19.7

Members of the unit who have been approved to teach courses at P.C.C.C. shall be given first priority to adjunct teaching assignments, provided such priority does not violate any existing current collective bargaining agreement. Administrators employed as adjuncts at the college shall be limited to teaching one course per academic semester (3 to 4 credit hours). Administrators who teach only one credit hour course shall be limited to three credit hours per academic semester (three 1 credit sections). Course load beyond these limits shall be based on the academic need of the institution and approved by the employee's supervisor, Division Head and Vice President of Academic Affairs.

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ARTICLE XX

PERSONAL LEAVE

20.1 Personal leave for fiscal year 1994-95 is governed by the 1991-94 collective bargaining agreement. Effective July 1, 1995, employees shall be granted four (4) personal leave days per contract year. Personal days are non-accruable and must be used during the contract year in which they are earned. Any employee hired on July 1 or thereafter shall in the 1st year of his/her employment be eligible for personal days on a pro-rated basis during the contract year in accordance with the following schedule:

<u>Hired</u>	<u>Personal Days</u>
July 1 - October 31	4 days
November 1-February 28	3 days
March 1 - June 30	2 days

Employees must provide at least forty-eight (48) hours advance notice of such scheduled leave day, except in emergencies. Approval of the scheduling of personal leave days shall not be unreasonably withheld.

ARTICLE XXI

GRIEVANCE PROCEDURE

21.1 The parties agree that it is in their best interest that all grievances should be resolved promptly, fairly and at the earliest possible level.

21.2 The following procedure, which may be initiated by the administrator covered by this Agreement or the Association shall be the sole and exclusive means of seeking the resolution of grievances.

21.2.1 Whenever any representative of the Association or any administrator is mutually scheduled by the parties to participate in grievance procedures during working hours, he/she shall suffer no loss in pay or benefits.

21.3 Definition of a Grievance

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

21.3.1 A breach, misinterpretation or improper application of terms of this Agreement; or

21.3.2 An arbitrary or discriminatory application of the policies of the Board of Trustees, related to terms and conditions of employment.

21.4 Informal Procedure

An administrator may orally present and discuss a grievance with the administrator's supervisor on an

informal basis. At the administrator's option, the administrator may request the presence of an Association representative. Should an informal discussion not produce a satisfactory settlement, the grievant may, within ten (10) working days, move the grievance to the first formal step.

21.5 Formal Steps

21.5.1 Step One

A grievant or the Association shall submit the grievance in writing to the immediate supervisor, or his/her designee who shall meet with the grievant and/or the Association within ten (10) working days of receipt of grievance. The immediate supervisor shall render a decision in writing to the administrator and the Association within ten (10) working days of the conclusion of the discussion of the grievance; then

21.5.2 Step Two

If the grievant or the Association is not satisfied with the decision rendered at Step One, the grievant and/or the Association may submit the grievance to the College President or his/her designee. The President, or his/her designee, shall hold a hearing within ten (10) working days of receipt of the grievance. The President or his/her designee shall render a decision in writing to the administrator and the Association within ten (10) working days of the conclusion of the hearing; then

21.5.3 Step Three

If the grievant or the Association is not satisfied with the disposition of the grievance at Step Two, the grievant or the Association may appeal the decision in writing to the Board of Trustees . The appeal shall be accompanied by the decisions of the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify or reverse the decision made at Step Two unless the grievant or Association requests a hearing. Such request shall be made at the time the appeal is processed to the Board of Trustees. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the grievant and Association within twenty (20) working days of receipt of the grievance. Should a hearing be requested the Board shall conduct such hearing within thirty (30) working days after receipt of the grievance by the Board. The decision of the Board shall be rendered in writing to the grievant and the Association within twenty (20) work days of the hearing.

21.5.4 Step Four

If the grievant is not satisfied with the disposition of the grievance at Step Three, he/she shall notify the Association of his/her desire to submit the matter to arbitration.

The Association shall determine whether the matter shall

be arbitrated and if so, shall file a notice within ten (10) working days of receipt of the grievant's request or within twenty (20) working days of receipt of the decision of the Board of Trustees requesting submission to arbitration.

21.5.5 Within ten (10) work days after such written notice of submission to arbitration, the Association shall notify the Public Employment Relations Commission (PERC) and request a list(s) of arbitrators. The parties agree to abide by the rules and regulations established by PERC regarding arbitration. Unless the parties agree in writing before the hearing that the arbitrator's decision shall be binding, the arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation, application or violation of this agreement. The cost of the arbitrator shall be borne by both parties equally. The New Jersey Public Employees Relations Commission will be the agency used for arbitration.

21.6 Time Limits

21.6.1 A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred, or forty-five (45) calendar days from the date on which the individual administrator should reasonably have known of its

occurrence.

- 21.6.2 In the event that the time limitations imposed under Steps One and Two above, as to discussion, hearing and decisions are not complied with, the grievance shall, upon request, be moved to the next higher step.
- 21.6.3 Should an administrator be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, the administrator may submit the administrator's grievance to the next step, within seven (7) calendar days to Step Two and within ten (10) calendar days to Step Three.
- 21.6.4 Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Three without a hearing at a lower step.
- 21.6.5 Where a grievance directly concerns and is shared by more than one administrator, such group grievance may properly be initiated at Step Two, if such step is the first level of supervision common to the several grievants.
- 21.6.6 No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section 21.6.1 above, except that payroll errors and related matters shall be corrected to the date of error.
- 21.6.7 Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level

involved.

- 21.7 Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.
- 21.8 No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.
- 21.9 Grievance records shall not be part of the Personnel file utilized in the promotion or retention process, unless such grievance records pertain to the matter under consideration.
- 21.10 The disposition of any grievance at any step of the grievance procedure, or by agreement between the College or the Board of Trustees and the grievant or Association, shall be final and binding upon the administrator, administrators or persons who are involved or affected thereby.
- 21.11 Saturday, Sunday, holidays and any days on which the College shall not be open shall be excluded from the computation of "working day" as the term is used in this procedure.
- 21.12 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.
- 21.13 The number of days indicated at each step will be considered as maximum and every effort shall be made to

expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

21.14 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure in this Agreement.

21.14.1 Any question concerning the duration of this Agreement.

21.14.2 Any matter where the Board of Trustees is without the expressed or implied authority to act.

21.14.3 Any action of the Board of Trustees which is prescribed by law.

21.15 Matters pertaining to non-reappointment shall be grievable under this Agreement only upon the basis of claimed procedural violations. In all such cases, the burden of proof shall be upon the grievant. Where appropriate, the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process.

21.16 If an administrator covered by this Agreement has a complaint which the administrator wishes to discuss with the administrator's supervisor, the administrator is free to do so without recourse to the grievance procedure.

21.17 A grievance may be withdrawn by the grievant at any level.

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ARTICLE XXII

POSITION DESCRIPTION

- 22.1 There shall be on file in the Personnel Office a job description for every bargaining unit position. Such description shall be available to an individual member of the bargaining unit or a designated representative of the Association for perusal, upon reasonable request.
- 22.2 The initial development of these descriptions shall be the responsibility of the College. The individual unit member presently employed in a position covered by this Agreement shall have the right to submit his/her written suggestions, concerning his own job description, to the appropriate Dean for consideration, prior to the adoption of the description covering his own position.
- 22.3 The College shall have the right to change any job description during the term of this Agreement from time to time as it deems desirable. Any individual administrator affected by such change shall be notified and given an opportunity to comment upon said contemplated change. However, the final decision shall rest with the Board.
- 22.4 Where the contemplated change in the job description will significantly alter the duties, responsibilities and/or workload of the affected administrator, the College shall notify the Association of its intent to implement such

change. The Association shall have the right to negotiate with the College the impact of such change in job description on the individual administrator who is thereby affected. Any dispute arising out of this section shall not be subject to the grievance and arbitration provisions of this Agreement.

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ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- 23.1 The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of administrators or in the application or administration of this Agreement on the basis of race, creed, color, handicap, national origin, sex, sexual orientation, domicile, marital status, age or political affiliation.
- 23.2 This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- 23.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or otherwise detract from an administrator's benefits existing prior to its

effective date. Furthermore, unless specifically stated in the Agreement, nothing in the Agreement shall deprive the College of services heretofore performed by any member of the unit.

23.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

23.5 The minimum salary for each unit member's position shall be as indicated on Appendix B. Maximums as set for in Appendix B for this contract period have been set aside.

23.6 Resolutions - Copies of resolutions and policy statements that are made by the College pertaining to employees within the bargaining unit shall be provided to the Association to enable it to maintain current files. The College agrees to furnish the Association, in response to formal requests by the Association, public information in accordance to the "Open Public Meeting Act," N.J.S.A. 10:4-6.

23.6.1 Personnel File/Performance Appraisal

A. The official personnel file of each employee shall

be maintained in the Office of Human Resources. Any employee may make a request, in writing, to see his/her personnel file. All materials within the file other than references for employment purposes shall be made available to the employees. The file shall not be removed from the office by the employee. After six (6) months of employment, the employee may request to see his/her references. The College will ask the party(ies), who gave the references, to release the reference to the employee. If the party refuses to release the references, the employee may request to have that reference removed from the file. All released references shall be shown to the employee, upon request.

- B. An employee will be advised of any derogatory material concerning conduct or service which has been placed in the employee's personnel file. Upon reasonable request, the employee will have an opportunity to review such material and shall acknowledge that he/she has reviewed the material by affixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such material and such answer shall be included with the

file copy.

- C. If any employee feels certain materials within the file should be deleted, he/she may ask for a review of his/her file. If the appropriate Dean with President's approval is in agreement with the employee regarding the elimination of certain material, then it shall be destroyed.

- D. Employees shall be evaluated by their immediate supervisor at least one (1) time in each year. Employees with 5 years or more of service will receive this written evaluation and conference no later than August 15th. Employees with less than 5 years of service will receive this written evaluation and conference no later than January 1st.

- E. A written evaluation report will be prepared in each individual instance and copy will be furnished to the employee. A conference will then be held between the employee and the immediate supervisor no later than 10 working days from the employee's receipt of the evaluation report. The employee has the right to request and receive a post evaluation conference and has the option of having a union

(Association) representative present. This conference will be held within 10 working days following the employees request for a conference with the supervisor.

- F. The evaluation report will provide space for employee comments. Such comments must be submitted within 30 days of receipt of written evaluation report. Employees will sign each evaluation report indicating that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become part of the employees personnel file. Signature of employee does not imply agreement with the evaluation.

- G. The appropriate Dean may affix comments to any evaluation report and/or may conduct an independent evaluation if the Dean chooses. In this event, the employee shall be afforded all rights under E and F above.

- H. Employees with 5 or more years of service shall be notified of non-reappointment or reappointment for the succeeding year no later than December 15. Employees with less than 5 years of service shall be notified of their reappointment or non reappointment for the succeeding year no later than

May 1st or 45 days after the Board of School Estimate adopts the budget (whichever is later). In the event the Board gives late notice, the administrator shall receive one calendar month's pay (1/12 of the annual salary) in the form of severance pay.

- I. In the event that the college is considering non-reappointment of an employee the college shall notify such employee of the likelihood of non reappointment in their annual evaluation report at least 4 months prior to final notification of non reappointment.
- J. Any employee notified in their evaluation of the possibility of non reappointment shall be re-evaluated within 60 days of receipt of notice of possible non-reappointment. In this event the employee shall be afforded all the rights of E and F above.
- K. Any employee non-reappointed, reduced in force, or is in a position subject to reorganization shall be given severance compensation equal to:
 - One week of pay for those employed 1 year to 3 years at the college.
 - Two weeks of pay for those employed over 3 years to 5 years at the college
 - Three weeks of pay for those employed over 5 to 7

years at the college

Four weeks of pay for those employed over 7 years
at the college

23.6.2 Jury Duty

- A. An employee called for jury duty may be granted one (1) annual leave to fulfill such duty with full pay provided the employee endorses to the College funds received for payment for such duty. An employee on jury duty is expected to report to work when he/she is not actively serving as a juror, provided he/she has been excused by the Judge or another duly authorized Court official.

- B. When an employee receives a subpoena for jury duty, he/she must present the notice to his/her supervisor immediately.

23.7 Labor Relations Council

A labor relations council will meet on a monthly basis to discuss matters of concern to the College and the Association, but not to negotiate the collective bargaining agreement. Meetings of the labor relations council will be scheduled at times mutually agreeable to the College President and the Association President. The College President and Association President shall each

appoint a maximum of three representatives to the labor relations council, but may select substitute representatives at his/her discretion.

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ARTICLE XXIV
SAFETY AND HEALTH

- 24.1 No administrator shall be required to perform work under conditions which violate safety and health rules and standards established either by the College or any local, state or federal agency.
- 24.2 An administrator who has good reason to believe that the job to which the administrator has been assigned may be in violation of applicable health and safety standards, must immediately notify the administrator's supervisor. The supervisor will have the right to determine whether performance of the job would be in violation of such health and safety standards.
- 24.3 If the administrator disputes the decision of the administrator's immediate supervisor, the administrator may take the matter up with the appropriate Dean.
- 24.4 Any administrator, who observes a condition which the administrator considers to be creating a safety or health hazard, is required to immediately report such condition to the administrator's supervisor, or in the supervisor's absence, to any College official of equal or superior rank.
- 24.5 An appropriate procedure to be following in all emergencies shall be posted by the College within a reasonable period of time following the signing of this agreement.

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ARTICLE XXV

CONTINUATION OF OPERATION

25.1 Each administrator recognizes the need to maintain and continue operations at the College. Towards this end, each administrator will fulfill the obligation of the administrator's position description during the administrator's scheduled work hours.

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ARTICLE XXVI

DURATION

- 26.1 The Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.
- 26.2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- 26.3 This Agreement supersedes any and all understandings which shall exist between the Board and its designees and the members of the Administrators Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

WITNESS:

Jean G. White

PASSAIC COUNTY COMMUNITY COLLEGE

BY:

Mary E. Kowal

Chairperson
Board of Trustees, Passaic
County Community College

WITNESS:

J. J. Marcelli

ADMINISTRATORS ASSOCIATION

BY:

Cynthia R. Bird

President of the
Administrators
Association,
Passaic County Community
College

APPENDIX A

Approved Positions Not in Use

Accountant
Coordinator, Fire Science
Coordinator, Veterans Affairs
Director of College Services
Director of Retired Seniors Volunteer Program
Director of Special Programs
Gym/Theater Manager
Systems Analyst
Tutorial Supervisor
Assistant Director of Educational Services
Educational Assistant
Assistant Director of County Services
Counselor/Coordinator
Auxiliary Services Manager
Superintendent of Buildings & Grounds
Coordinator of Support Services
Director of County Services
Coordinator of Data Processing
Director of Administrative Data Processing
Coordinator of Advisement and Counseling
Research Associate
Grants Accountant
Assistant to the Accounting Manager
College Survival Skills Facilitator
Coordinator of Veteran Affairs/Foreign Students
Job Placement Counselor
Financial Aid Officer
Extension Center Supervisor
Accounts Receivable Manager
Purchasing Manager
Director of Testing & Tutoring
Director of Cooperative Education
Director of Career Studies
Director of Science & Technology
Director of ESL & Bilingual Studies
Director of Communications
Director of Plan Operations
Director of LRC/Cultural Affairs
Director of Business Programs
Director of Educational Services
Bursar
Director of Admissions
Purchasing Manager
Admissions Representative

APPENDIX B

Minimum Salaries

Salary : \$18,500

Admissions Representative
Junior Accountant
Educational Specialist

Salary : \$21,500

Media Specialist I
Coord. of Student & Campus
Career Counselor
College Counselor
Bilingual Counselor
EOF Counselor
Coord. of Non-Credit Programs
Coord. of Cultural Affairs
Admissions/Foreign Student Rep.
Accounts Receivable Supervisor

Salary - \$23,000

Programmer/Analyst
Medial Specialist II
Manager of Mechanical Services
Manager of Buildings & Grounds
Assistant Dir. of Financial Aid
Senior Accountant
Librarian

Salary - \$27,000 00

Lead Programmer/Analyst
Assistant Registrar
College Services Manager
Director of Testing
Director of Academic Skills
Resource Center
Director of EOF
Director of Financial Aid Counselor
Director of Cultural Affairs

Salary - \$30,000

Director of Counseling
Director of Spanish/Bilingual
Studies and ESL
Director of Educational Services
Director of Admissions
Director of LRC

Salary - \$32,000

Director of Nursing Education
Registrar/Dir. of Records
Director of Business/Sciences/
Technology Programs

Salary : \$35,000

Director of Data Processing

APPENDIX C

UNIT POSITIONS

Director of Financial Aid
Director of Urban Consortium
Manager of Facilities
Director of Academic Skills Resource Center
Director of Cultural Affairs
Registrar
College Services Manager
Director of Data Processing
Coordinator of Food Service Program
Coordinator of Advisement
Director of EOF
Manager of Buildings and Grounds
Coordinator of Extension Programs
Counselor
Librarian
Educational Specialist - EOF
Admissions Counselor
Head Chef/PT Evening Chef
Assistant Chef/Trainer
Coordinator of Non-Credit Programs
Technical Assistant A.S.R.C.
Grants Accountant
Reading Education Specialist A.S.R.C.
Coordinator of Cooperative Education
Senior Accountant
Assistant Director of EOF
Chief Accountant
Programmer/Analyst
Associate Registrar
Associate Director of Admissions
Lead Programmer
Coordinator of ESL Audio Lab
Media Specialist II
Financial Aid Officer
Writing Educational Specialist A.S.R.C.
EOF Counselor
Coordinator of Student Activities
Math Educational Specialist A.S.R.C.
Accounts Receivable Supervisor
Director Of Plant Operations
Coordinator of Student Accounts
Assistant Director of Admissions
Veteran/International Student Advisor
Director of Nursing Education
Director of Learning Resource Center
Coordinator of Nursing Assistant Program

MEMORANDUM OF UNDERSTANDING

The College and the Association will work during the term of this contract to revise Article 19.3 and explore the acquisition of a commercial short-term disability policy.

Signed Elliott Collins Date 6/19/95

Signed Cynthia Zuber Date 6/19/95

MEMORANDUM OF UNDERSTANDING

VACATION RESERVE

Administrators will have the option of receiving compensation for vacation reserve matching their July 1994 prorated pay for these days. If the employee does not choose to receive payment for these days he/she must use these days by the end of the contract or they will forfeit them. A decision to receive payment for the days or take the days must be made within 90 days after the signing of this agreement. Employees may elect to place the funds received into their pension plan if eligible, or receive the funds in one lump sum payment. At the end of this contract, vacation reserve will be eliminated.

Signed Elliot Collins Date 6/19/95

Signed Cyril Bui Date 6/19/95