

Board of Trustees of the Passaic County Community College

and

Passaic County Community College Supportive Staff Assn.

76-78

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6-30-79

SUPPORTIVE STAFF

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PREAMBLE

This Agreement, entered into this 30th day of April, 1976, by and between the Board of Trustees of the Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board" and the Passaic County Community College Supportive Staff 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, 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, be it

Resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

BARGAINING UNIT

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full-time Supportive Staff personnel presently employed or hereafter employed by the Board in the following classifications, titles and/or positions only:

Secretary I
Secretary II
Secretary III*
Examination Technician
Library Technician I
Library Technician II
Library Clerk I
Library Clerk II
Print Shop Operator II
Library Supervisor
Artist
Media Clerk
Audio Visual Technician/Photographer
Machine Operator
Supervisor of Secretarial Services
Clerk Typist
Para Professional
Secretary/Bookkeeper
Staff Assistant**
Laboratory Technician
Accountant
Bookkeeper
Accounting Clerk
Maintenance Man
Custodian II
Maintenance Supervisor
Purchasing Clerk
Mail Clerk
Communications Operator
Research Assistant
Library Assistant
Print Shop Operator I
College Services Clerk
Budget Analyst
Custodian I

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

Secretary to the President
Staff Assistant to the Dean of Business
Affairs**
Secretary to the Dean of the College*

and all other employees of the College not defined in Paragraph (A) above.

For all positions created hereafter, the Association shall have the right to discuss placement of any new positions in the Recognition section of this Agreement.

B. The term "Board" shall mean the Board of Trustees of Passaic County Community College, Passaic County, State of New Jersey or its duly designated agent(s).

C. The term "negotiating unit" used in the Agreement shall mean the bargaining unit as described in Article I, Paragraph (A).

D. The term "Association" as used in the Agreement shall mean the Supportive Staff Association of the Passaic County Community College.

E. The term "College" as used in the Agreement shall mean Passaic County Community College of Passaic County, State of New Jersey or its duly designated agent(s).

F. The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as the sole and exclusive bargaining representative for the employees in the negotiating unit.

G. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

H. The College agrees not to negotiate terms and conditions of employment with any member in the bargaining unit individually, or with any organization or group within the bargaining unit other than the Association.

ARTICLE II

UNDERSTANDING RELATIVE TO THIS DOCUMENT

A. The College agrees that it shall not, during the period of this agreement, affect changes concerning terms and conditions of employment inconsistent with Chapter 303, Public Laws of New Jersey 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.

B. The College agrees to duplicate and present copies of this Agreement, within a reasonable time, after signing by both parties, to all Supportive Staff employees now employed or to be employed by the College during the duration of this Agreement. Reproduction costs shall be shared as follows: The Association agrees to type and reproduce copies for the Supportive Staff Association, and the Administration. The College will provide the equipment and materials for such reproduction.

ARTICLE III

NEGOTIATIONS

A. 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 Laws of 1974. Such negotiations shall commence no later than October 15 of the date preceding the expiration of this Agreement, unless otherwise agreed to in writing by both parties. Any agreement so negotiated shall apply to all employees within the negotiating unit.

B. Whenever any representative of the Association is requested by the College to participate during working hours in negotiation, grievance proceedings, conferences or meetings which are related to Association matters, he shall suffer no loss in pay, nor shall the College be expected to

compensate the employee in any way for the time spent in carrying out such responsibilities, nor shall he receive extra compensation therefor.

C. 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 counter-proposals during negotiations.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees 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.

B. All such rights, powers, authority and prerogatives of management, possessed by the Board of Trustees are retained subject to limitations as may be imposed by Chapter 303, Public Laws 1968, as amended by Chapter 133, Public Laws of 1974 and except as they are specifically abridged or modified by this Agreement.

C. The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Chapter 303, Public Laws 1968, governing the conduct and activities of employees and which are not

inconsistent with the expressed provisions of this Agreement.

D. 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, the Board shall not be deemed to have waived any of the rights specifically given to the Board under this Article.

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association shall enjoy such rights and responsibilities and privileges as are accorded by the Agreement.

B. The College agrees that each eligible employee of the College may, on his own volition, have the right to join and support the Association for the purpose of negotiating salary, wages, and other conditions of employment. Further, he may take part in any Association or affiliate's activity for his and the Association's mutual aid without recrimination. It is further agreed that no employee will be discriminated against by reason of his membership in the Association, its affiliates therein.

C. Members of the Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or their scheduled working hours. Such activities shall not interfere with the instructional program.

D. The Association shall supply at its own cost, or be billed by the College for all materials, stationery, and other supplies and services required for use in carrying on the administrative, financial, or operational functions of the Association. The Association shall have available for its use all services of the College Print Shop. Such services shall be provided after normal working hours.

E. With the prior approval of the President or his designee, the Association's duly authorized representatives may be permitted use of the College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.

F. A bulletin board in a location designated by the President of the College for official Association purposes shall be provided in the building.

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

ARTICLE VI

HOURS OF WORK

A. Normal hours for employees currently employed or to be employed, shall be 7 hours each day, 5 days per week, exclusive of lunch periods, to a total of a 35 hour week.

Maintenance and custodial employees will be required to work 8 hours each day, 5 days per week, exclusive of lunch periods, to a total of a 40 hour week. It is understood and mutually agreed that operating needs of a department shall govern the scheduling of shifts and hours. Any permanent change in working hours will not be made without written notification to the individual employee involved. Notification will be submitted to the employee ten working days in advance of the proposed schedule change.

B. It is recommended that employees be told, when hired, that Saturday or Sunday may be part of the regularly scheduled work week. If an employee's work schedule involves either Saturday or Sunday or both, his schedule should be arranged to afford him two consecutive days off during the week.

ARTICLE VII

SALARY

A. The College agrees to establish the minimum salary for all supportive staff titles covered by this Agreement. Such minimum salary schedule shall be attached as Appendix "A".

B. Effective July 1, 1976 all non-probationary employees covered by this Agreement and on the payroll and actively

employed on this date shall receive a wage increase of seven percent (7%) above his/her base hourly rate as of June 30, 1976.

C. Probationary employees who are employed and on the active payroll prior to July 1, 1976 and do not become non-probationary until after July 1, 1976 will receive the increase of 7% above their base hourly rate as of June 30, 1976 retroactive to the date on which they receive non-probationary status.

D. Effective July 1, 1977 all non-probationary employees covered by this Agreement and on the payroll and actively employed on this date shall receive a wage increase of seven percent (7%) above his/her base hourly rate as of June 30, 1977.

E. Probationary employees who are employed and on the active payroll prior to July 1, 1977 and do not become non-probationary until after July 1, 1977 will receive the increase of 7% above the base hourly rate as of June 30, 1977 retroactive to the date on which they receive non-probationary status.

F. A list of current salaries for each year of the Agreement shall be prepared by the College. One copy shall be submitted to the Association and another shall be retained by the Dean of Business Affairs.

ARTICLE VIII

OVERTIME

A. 1. Work in excess of seven hours a day or thirty-five hours per week may be requested of the employee.

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

3. It is expected that employees shall cooperate with respect to working overtime when requested.

4. Authorized overtime will be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee for more than forty hours and at the straight rate between thirty-five and forty hours. Work must be in excess of one-quarter hour to be counted as overtime.

5. The College will establish the procedure for the authorization of overtime and will notify the Association. Any change in the procedure will also be communicated to the Association.

B. Employees shall be compensated at double time (twice the regular hourly rate) for working on holidays or Sundays where authorized, when not a part of their regular work week.

ARTICLE IX

FILLING VACANT POSITIONS - PROMOTIONS

A. All new or vacant positions to be filled by the College shall be posted in each major facility of the College on the Association Bulletin Board and any other area deemed desirable by the appropriate Dean.

B. The notice shall be posted internally and advertised externally simultaneously. The posting shall include job title, salary, job classification, full-time or part-time status, permanent or temporary status and the number of hours in the normal work week required.

1. The College will post all staff recognized unit positions at the minimum salary level with an additional range of \$500 appearing as an upper limit. A plus (+) sign shall follow this range. A candidate may be hired at the minimum salary or higher at the discretion of the College.

2. In the event the College fills a staff recognized unit position at a salary above the \$500 range, the College shall review the salaries of all other employees in the same position.

C. In filling vacancies, the College will wait ten (10) days after the vacancy has been posted prior to filling the position. Consideration shall be given to those members of the unit who shall apply for said positions. All internal applicants shall be notified in writing as to the decision of the College.

D. Where the posted position is offered to a current employee of the College, and where that employee is earning above the offered salary, said employee shall suffer no salary cut-back except by consent.

E. In all cases the final decision as to filling such new or vacant positions shall rest with the College and its decision shall be final and binding and not subject to review. However, any violation of the procedures of this article may be grieved under the grievance and arbitration provisions of this agreement.

F. If a current employee is selected for a new or vacant position, as defined in (G) below, the employee shall receive a minimum of \$500 increase in current base salary effective upon the assumption of duties of the higher level position.

G. A promotion shall be defined as a bargaining unit position whose minimum salary level exceeds the minimum salary level of the position currently held by the unit member.

ARTICLE X

PROBATIONARY PERIOD

A. All newly hired employees of the College who are covered by this Agreement, whether or not previously em-

ployed by the College, shall be subject to a probationary period and deemed probationary employees for ninety (90) calendar days, commencing with the first day of their employment.

B. Days lost from work because of sickness or accident during the aforementioned probationary period, shall not be considered in computing such period. (Notwithstanding any other provision of this Agreement, the College may at any time during the probationary period, without notice, layoff, terminate, or suspend or otherwise discipline such employees. Such action shall be solely within the discretion of the College and shall not be subject to review.)

C. Probationary employees shall not, for the duration of this period, be entitled to any fringe benefits, except for holidays and other closings, as provided under this Agreement.

ARTICLE XI

TERMINATION/RESIGNATION

A. Non-probationary members of the unit will be given a two (2) week notice of termination. The College shall have no obligation to give such notice when termination is for serious misconduct or as a result of the commission of a serious crime.

B. Before any termination for reasons of poor or unsatisfactory job performance, the employee will be given written notice of such deficiency, prior to the termination, and a reasonable opportunity to improve. The written notice shall be given either by the employee's immediate supervisor or by the appropriate Dean. This documentation shall be placed in the employee's personnel file with an opportunity for the employee to respond to such written notification.

C. An employee who is dismissed may appeal this action to the President of the College or his designee. If the President or his designee determines that the employee's dismissal shall be sustained, then the employee may appeal to the Board of Trustees. A hearing on the dismissal shall be held by the Board of Trustees, or a Committee of the Board or by the Personnel Committee of the Board, as the Board's judgement dictates. The decision arrived at by the Board of Trustees, its Committee, or its Personnel Committee, after the hearing, shall not be subject to the Grievance Procedure.

The ultimate decision to retain or dismiss the employee must be made within two (2) weeks of the date the employee appeals his dismissal. The employee shall be entitled to have a representative of the Association accompany him to any meeting that could adversely affect his continued employment.

D. If an employee is terminated, he shall be paid for all earned but unused vacation time. If an employee is terminated due to job or position elimination and said employee has completed five (5) years or more of service at the College the employee shall receive, upon severance from the institution, one-half (1/2) of his/her accumulated sick leave to a maximum of twenty (20) days.

E. An employee who resigns from his position shall give two weeks' written notice to the appropriate Dean. Payment will be made for accrued vacation days upon the proper notification of termination of employment. Failure to give the required notice in writing shall cause the employee to have deducted from his/her final payment one day of earned and accrued vacation pay for each day the notice of termination is late.

ARTICLE XII

HOLIDAYS

A. The College will grant to all employees the following holidays with full pay:

New Years' Day	Independence Day
Employee's Birthday (effective 7/1/77)	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Martin Luther King Day	Thursday before Good Friday

B. The above holiday schedule will be subject to change as directed by the academic schedule of the College. At the discretion of the President or his 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 double time or at his/her option, another day off with pay.

C. Any employee scheduled to work on any declared holiday, as above defined, and fails to work on said day, shall receive no double time pay for such holiday or time-off with pay.

D. An employee shall receive holiday pay if he/she is actively employed at the time of the holiday and is not on sick leave, leave of absence, maternity leave or is otherwise absent from the College, excluding vacation, provided the employee fulfills the eligibility requirements of this Article. The employee is not entitled to holiday pay if the employee is out sick the work day before and the work day after the holiday.

ARTICLE XIII

VACATION

A. Employee paid vacation days will accrue from the date of employment.

B. Upon initial employment, an employee hired before the twentieth day of the month shall accrue one full vacation day for that initial month.

C. An employee, during the first year of employment shall accrue and be eligible to take one vacation day per month of employment to a maximum of ten days per year. The same shall apply for the second year of employment.

D. In the third and fourth year of employment, the employee shall accrue and be eligible to take vacation at the rate of two days per month, to a maximum of fifteen vacation days.

E. In the fifth year of employment, and each year thereafter the employee will be eligible for one additional paid vacation day for each year worked, beyond the third year, up to a maximum of twenty-one (21) paid vacation days per year at the end of the ninth year of employment, to be accrued two days per month up to a maximum of twenty-one (21) vacation days. Effective July 1, 1977, this maximum shall be increased to twenty-two (22) days.

F. To be eligible for vacation based upon a month of service, as provided above, the employee shall not have been absent from work more than five (5) unexcused working days in said month. An unexcused work day shall include sick time even if earned.

G. The College is obligated to plan and provide opportunity for vacation leave for supportive staff employees during the fiscal year in which it is earned. In view of the fact that the full number of vacation days is not, in many cases, earned until the end of the fiscal year, employees may be authorized to utilize unused vacation leave for a six month period ending December 31 of the year following that in which the vacation leave is earned.

H. Employees may take all their earned vacation either at one time or at various times subject in all cases to the prior approval of the appropriate Dean or his designee. Requests for time off should be submitted at least three (3) weeks in advance of said requested vacation leave. Permission will not be arbitrarily withheld.

I. While employees accrue vacation days during the probation period, they may not take vacation days until after the end of the probationary period.

J. No part of the employee's scheduled vacation may be charged to sick leave unless specifically approved in writing by the appropriate Dean or his designee.

ARTICLE XIV

BENEFITS

A. The College agrees to continue to provide all current insurance benefits as required by law including:

.Hospitalization with Major Medical
Life Insurance, Pension

as well as the purchasing power privilege which is not required by law.

B. An employee shall not forfeit any sick leave or personal leave for a job-connected disabling injury which is covered by Workmen's Compensation Insurance.

C. The College agrees to continue an employee's contract insurance benefits, subject to reimbursement in advance by the employee, during a leave of absence.

ARTICLE XV

TUITION WAIVER/REIMBURSEMENT

A. (1) Full-time employees may be allowed to take up to twenty-four (24) credits at the College each year with a waiver of tuition. All other costs will be borne by the employee. The employee shall be limited to a maximum of eight (8) credit hours per semester or term.

(2) Of the above twenty-four (24), twelve (12) credits may be taken without prior approval of the President or his designee. Those in excess of twelve (12), to a maximum of twenty-four (24), may not be taken without the express prior approval of the President or his designee. The withholding of approval will not be arbitrary or capricious.

B. In all cases, courses must be taken outside the normal work period.

C. Employees who are requested to take a special course outside of Passaic County Community College that relates to their particular position, shall have the fee for the special course paid by the College. Successful completion of the course shall

be noted in the employee's personnel file.

ARTICLE XVI

SICK LEAVE

A. At the beginning of each fiscal year each employee will be credited with thirteen (13) days sick leave. Each new employee, hired after July 1, earns one sick day for each calendar month of employment from the date he is employed until the beginning of the next fiscal year. Unused sick leave will accrue from year to year. Effective July 1, 1977, the number of days shall be increased to fourteen (14).

B. Sick leave shall be used only for bona fide illness or disability to an eligible member of the unit.

C. Payment under this Article shall be made providing that his/her Department Head is notified of the absence at the earliest possible moment and in no event more than one (1) hour after the start of the shift.

D. A certificate from the employee's doctor may be required prior to payment to verify three (3) or more consecutive days of sick leave absence, if requested. In

addition, no payment shall be made for absences of employees on Mondays or Fridays or the day before or after a holiday, a long weekend or an employee's vacation period unless a doctor's certificate, if requested, is obtained attesting to the physical inability of the employee to report to work. This provision shall apply only where there has been a pattern of abuse with respect to the taking of sick leave. Proof of illness, where required, must be presented to the appropriate Dean as a condition of payment.

ARTICLE XVII

BEREAVEMENT LEAVE

A. All employees 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 employee's immediate family. The immediate family shall be defined as husband, wife, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, and grandparents.

B. In all cases, to be eligible for such leave the employee must give notice of absence to his/her immediate supervisor and the College has the right to request proof of the deceased's relationship to the employee.

C. An employee shall not be entitled to bereavement leave if at the time of death in the family, the employee is on vacation, or leave, or otherwise is absent from work under any other provisions of this Agreement. If the commencement of leave coincides with the commencement of paid vacation leave, postponement of the commencement of said vacation leave shall be granted.

ARTICLE XVIII

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 other duly authorized Court official.

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

ARTICLE XIX

PERSONAL/PROFESSIONAL LEAVE

A. Personal leave up to three (3) days per fiscal year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made provided a minimum of one (1) week's notice shall be given of the intention to take a personal day except in cases of emergency situations. This notice shall be given to the appropriate Dean. A reason shall not be required to be stated and personal leave days shall not accrue beyond a fiscal year.

B. Professional leave may be granted for a maximum of three (3) days without pay. Requests for such leave must be made in writing through the employee's supervisor at least two (2) weeks in advance of such requested leave.

ARTICLE XX

MEDICAL LEAVE

An employee who has completed six (6) months or more of continuous service may be granted a leave of absence for medical reasons, without pay, for a period of up to six months by the Board of Trustees. If additional leaves are required, they may be granted, but the total of such leaves

shall not exceed two years. The employee shall be asked to present a doctor's certificate in support of this request. The employee may not be gainfully employed during this period. During the period of the leave, the College may continue to pay all health benefits within the limits prescribed by law. An employee shall be required to present a doctor's certificate indicating that said employee is physically able to return to work. An employee will not accrue benefits during this period, nor will the employee accrue seniority. However, there will be no loss of seniority or accrued benefits.

ARTICLE XXI

MATERNITY LEAVE

A. 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.

1. Unpaid Leave

(a) 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.

An extension may be granted up to another six (6) months for a total of 12 months.

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

(c) 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.

2. Disability Leave for Pregnancy

(a) Those employees who become pregnant and who desire to continue to work shall so notify the Office of the President in writing within a reasonable time after pregnancy is determined.

(b) Any time that the ability of the employee who has become pregnant, to continue working is in question, the President can require, and the employee shall provide, a statement from the employee's attending licensed physician qualified to make certification on pregnancy related matters 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 so long as they satisfactorily perform their assigned jobs. The College reserves the right to request that the employee be examined by a second qualified physician designated by the employee. The employee may decline such examination and thereby choose to begin the leave immediately. If any differences of medical opinion should arise between the second physician and the employee's first

physician, the College may request expert consultation, in which case the Passaic County Medical Society, 39 East 39th Street, Paterson, New Jersey 07514, 201-279-1900, shall appoint an impartial third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination requested by the College under this paragraph shall be borne by the College.

(c) 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 Office of the President with an accompanying proof of continued physical disability. Subsequent requests for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability.

A pregnant employee shall be granted earned sick leave with pay pursuant to Article XVI 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.

B. 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 credit, provided that she gives a two week 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.

ARTICLE XXII

LEAVE OF ABSENCE WITHOUT PAY

A. An approved leave of absence without pay may be granted to a member of the unit. The leave shall not exceed six (6) months.

B. Requests for such leave shall be made in writing to the President of the College, or his designee, at least three (3) months prior to the commencement of said leave.

C. If said leave is denied by the President, the denial may be appealed in writing to the Board of Trustees. The decision of the Board shall be final and not subject to the Grievance and Arbitration provisions. Such appeal must be made within ten (10) school days after denial by the President.

- D. Approval of leave may be granted for such reasons as:
1. Recuperation from ill health.
 2. Unusual and/or unavoidable personal situation.
 3. Professional advancement.
 4. Any other reasons deemed appropriate by the College.

E. The College agrees to continue an employee's insurance benefits during the leave subject to reimbursement in advance by the employee.

F. An employee who indicates a desire to return to his/her employment on or before the expiration date of his/her leave shall be reinstated to his/her former position or to a position of like status and pay without loss of benefits or service credit, provided that he/she gives a two week notice under the circumstances to the Personnel Office of his/her intention to return and provides certification from his/her physician (where applicable) to the effect that he/she is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.

ARTICLE XXIII

RETURN FROM LEAVE

A. Upon return from leave, an employee shall receive the salary employed at prior to commencing leave.

B. All benefits to which an employee was entitled at the time his leave of absence began, including unused accumulated sick leave and unused vacation days and seniority shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time the leave began, if available or, if not, to a substantially equivalent position.

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

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in their best interest that all grievances should be resolved promptly, fairly and equitably.

1. The following procedure which may be initiated by an employee and/or the Association acting as his or her representative shall be the sole and exclusive means of seeking, adjusting, and settling grievances.

2. Whenever any representative of the Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall suffer no loss in pay or benefits.

B. Definition of a Grievance

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

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An arbitrary or discriminatory application of the policies of the Board of Trustees, related to terms and conditions of employment.

C. Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the employee's option, he may request the presence of an Association representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

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

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to his or her Dean, and such Dean or the designee thereof shall meet with the grievant and a representative of the Association, for the purpose of

discussing the grievance. The decision shall be rendered in writing to the employee and the Association representative within 10 work days of the conclusion of the discussion of the grievance.

2. Step Two

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

3. Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he/she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings as well as whether or not the employee will be requesting a hearing. The Board of Trustees may sustain, modify, or reverse the decision made at Step Two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Association representative within 13 work days of receipt of the

grievance at the Step Three level. In the event a hearing is requested, such hearing shall commence on or before the next Board meeting providing the notice is received six working days prior to the next Board meeting. If notice is given less than six work days prior to the meeting, then the hearing will occur prior to the following Board meeting, and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within 10 work days of the hearing.

4. Step Four

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

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

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

E. Time Limits

1. A grievance must be filed at Step One within forty-five (45) work days from the date on which the act which is the subject of the grievance occurred or forty-five (45) work days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event the time limitations imposed under Steps One and Two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.

3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step, within seven (7) calendar days to step two and within ten (10) calendar days to step three.

4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Three without a hearing at a lower step.

5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at Step Two if such step is the first level of supervision common to the several grievants.

6. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section E. 1 above except that payroll errors and related matters shall be corrected to date of error.

Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.

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

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

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

I. 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 employee, employees or persons who are involved or affected thereby.

J. Saturdays, Sundays, holidays and any days the College is closed for staff shall be excluded from the computation of "working day" as the term is used in this procedure.

K. 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.

L. 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.

M. 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:

1. Matters involving the discretion of the Board of Trustees.
2. Any question concerning the duration of this Agreement.
3. Any matter where the Board of Trustees is without the expressed or implied authority to act.
4. Any action of the Board of Trustees which is prescribed by law.

N. Matters pertaining to termination 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.

O. If an employee covered by this Agreement has a complaint which he wishes to discuss with his Supervisor, he is free to do so without recourse to the grievance procedure.

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

ARTICLE XXV

JOB DESCRIPTION

A. There shall be on file in the office of the President a job description for every bargaining unit. Such

description shall be available to an individual member of the bargaining unit for perusal upon reasonable request.

B. 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 written suggestions, concerning his own job description, to the appropriate Dean for consideration, prior to the adoption of the description covering his own positions.

C. 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 employee 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.

D. Where the contemplated change in the job description will significantly alter the duties, responsibilities and workload of the affected employee, 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 the job description on the individual employee who is thereby affected. Any dispute arising out of this section shall not be subject to the Grievance provisions of this Agreement.

ARTICLE XXVI

PERSONNEL FILE/PERFORMANCE APPRAISAL

A. The official personnel file on each employee shall be maintained in the Office of the Dean of Business Affairs. Any employee may make a request, in writing, to see his personnel file. All materials within the file other than references used for employment purposes shall be made available to the employee. The file shall not be removed from the office by the employee.

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 fixing his/her signature to the copy which has been filed. The employee will also have the opportunity to submit a written answer to such material and such answer shall be included with the file copy.

C. If an employee feels certain materials within the file should be deleted, he may ask for a review of his file. If the appropriate Dean 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 supervisors at least one (1) time in each year.

E. A written evaluation report will be prepared in each instance and a copy will be furnished to the individual employee followed by a conference between the employee and the immediate supervisor for the purpose of improving the employee's work performance.

F. The evaluation report will provide space for employee comments, if any. Employees will sign each evaluation report indicating that they have read same and reviewed its contents with their immediate supervisor. Thereafter, the report will become a part of the employee's personnel file.

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

ARTICLE XXVII

SAFETY AND HEALTH

A. No employee 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.

B. An employee who has good reason to believe that the job to which he has been assigned may be in violation of applicable health and safety standards, must immediately notify his supervisor. The supervisor will have the right to determine whether performance of the job would be in violation of such health and safety standards.

C. If the employee disputes the decision of his immediate supervisor, he may take the matter up with the appropriate Dean. If the Dean determines that the job is not contrary to applicable health and safety standards, the employee must perform the job assigned to him.

D. Any employee who observes a condition which he considers to be creating a safety or health hazard is required to immediately report such condition to his supervisor, or in his absence, to any College official of equal or superior rank.

E. An appropriate procedure to be followed in all emergencies shall be posted by the College within a reasonable period of time following the signing of this Agreement.

ARTICLE XXIX

RESOLUTIONS

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

ARTICLE XXX

RESIGNATION

When voluntarily resigning from employment, all members of the unit shall give two (2) calendar weeks' notice of resignation. Failure to give such notice shall automatically forfeit one day of earned vacation pay for each day the notice of resignation is late. All notices shall be in writing and directed to the Personnel Office. (See Article XI section E)

ARTICLE XXXI

SCOPE OF AGREEMENT

A. The Board and the Association acknowledge 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.

B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, except such subject or matter that may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties.

C. Unless specifically stated in the Agreement nothing in the Agreement shall deprive the College or the Association Members of services or benefits heretofore performed or provided by either party.

ARTICLE XXXII

SAVINGS CLAUSE

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 circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

ARTICLE XXXIII

NO STRIKE

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association or its members, nor any person acting in its behalf will cause, authorize, or engage in, a strike against the Passaic County Community College.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of the students of the College. During such a strike the College shall provide adequate protection of life and property of unit members.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE XXXIV

ASSOCIATION-ADMINISTRATION JOINT COMMITTEE

A. There will be a joint committee of four individuals established, with membership drawn from the Association and Administration in equal numbers. This committee shall meet upon request of either the Association or Administration once per semester for the purpose of reviewing questions arising concerning contract provisions. Should it become necessary for a meeting to be held at any other time, said meeting may be called by mutual agreement.

B. The party calling the meeting should provide, whenever possible to the other party, at least one week in advance of the meeting, a written agenda of matters to be discussed. The Chairman of the committee shall alternate between the members designated by the Administration and the members designated by the Association. Minutes shall be kept and copies supplied to all members of the committee. A joint report shall be made to the Office of the Dean of Business Affairs in writing. The committee shall have the power to establish its own rules of procedure.

C. The committee created pursuant to this Article shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this Article be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.

ARTICLE XXXV

DUES DEDUCTION

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "checkoff authorization" form and deliver the signed forms to the President, or his designee. Upon the College's compliance with the provisions of Chapter 233, the Association shall identify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College

in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XXXVI

MISCELLANEOUS

A. Any employee who is assigned and does work more than three (3) consecutive hours in excess of his regularly assigned shift shall be afforded the opportunity to have a dinner hour.

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

C. Any member of the unit who is required to use his own automobile on official college business, either inside or outside of the City of Paterson, will be reimbursed by the College for expenses thereby incurred, on the following basis:

1. The mileage rate to be paid for the use of a privately owned automobile used on official college business is fifteen cents (15¢) per mile.
2. The College will reimburse the employee for all tolls and parking charges incurred while he is travelling on official college business. Receipts must be submitted by the employee in order to obtain reimbursement.

3. The College is not responsible, nor will it reimburse any employee, for any costs incurred as a result of the commission of any parking or traffic violation while the employee is on official college business.
4. Any employee travelling 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 employee or any third party for personal injury or property damage sustained while the employee is travelling on official college business.
5. Should an employee be required to travel on college business which takes him reasonably close to the normal route either to or from work usually taken by such employee, and such travel is required at a time when the employee will continue on to work at the College or to his home, after such business is concluded, the College shall be required to reimburse the employee only for the distance travelled between the College and the location where the employee is to transact said business for the College.

6. The College agrees to provide the Association with a copy of the procedure to be utilized for approval of an employee's use of his 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.

ARTICLE XXXV

DURATION

The Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978.

IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be signed this 30th day of April, 1976, by the Chairman of the Association and the Chairman of the Board of Trustees.

Joseph F. Williams
CHAIRMAN OF BOARD
OF TRUSTEES

Reginald Hinton
CHAIRMAN OF ASSOCIATION

Witness: Richard P. Komeny
Gustavo Mellander

Witness: Carol Ann
Eva Barry

MEMORANDUM OF UNDERSTANDING

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

A. Pursuant to the "renegotiations" language of Paragraph 2 of Article II of the current Agreement by and between the parties (July 1, 1974 - June 30, 1976), it is hereby agreed that effective July 1, 1975 all employees covered by the Agreement and employed and on the active payroll on July 1 shall receive an increase of four percent (4%) above their base hourly rate as of June 30, 1975.

B. Probationary employees who were employed and on the active payroll on July 1, 1975, and did not become non-probationary until after July 1, 1975, will receive the increase of 4% above their base hourly rate as of June 30, 1975, retroactive to the date on which they received non-probationary status.

C. All non-probationary employees who were employed and on the active payroll on July 1, 1975, and who left the employ of the College shall receive the increase provided in (A) above for the period of time employed between July 1, 1975 and the date of their termination.

D. In recognition of the confidential nature of the positions of Secretary to the Dean of the College and Staff Assistant to the Dean of Business Affairs, the parties hereby agree to remove them from the appropriate bargaining unit commencing July 1, 1975. They shall receive the agreed upon increase as provided in (A) on the preceding page.

D. The parties further agree that for the duration of the successive Agreement by and between the parties (1976-1978), the individuals currently holding these positions, if continued to be employed, shall receive wage increases at no less than the contractually agreed upon increase.

E. In consideration for the removal of the two (2) positions from the appropriate unit, the College agrees to a one (1) time base salary adjustment to the Secretary to the Dean of the College and the Staff Assistant to the Dean of Business Affairs of a total of \$600.00, which \$600.00 shall be distributed to the individuals holding these positions as the Association deems desirable.

IN WITNESS WHEREOF, the Association and the Board have caused this Agreement to be signed this 30th day of April, 1976, by the Chairman of the Association and the Chairman of the Board of Trustees.

Joseph F. Williams
CHAIRMAN OF BOARD
OF TRUSTEES

Frederick L. Hunter
CHAIRMAN OF ASSOCIATION

Witness: Richard P. Jarameta

Witness: Robert [unclear]

Andrew A. Mellander

[unclear]

APPENDIX "A"

PASSAIC COUNTY COMMUNITY COLLEGE
MINIMUM SALARY SCHEDULE AND TITLES
SUPPORTIVE STAFF BARGAINING UNIT

<u>LEVEL</u>	<u>SALARY</u>	
1	5,750	Print Shop Operator I, File Clerk, Examination Technician I, Library Clerk I, Clerk Typist, Mail Clerk, Telephone Operator, Secretary I, Personnel Clerk, Accounting Clerk I, Purchasing Clerk, Library Clerk II
2	6,000	Secretary-Bookkeeper, Library Technician I, Maintenance Man I, Secretary II, Accounting Clerk II, Custodian I
3	6,250	
4	6,500	
5	6,750	Secretary III*, Custodian II
6	7,000	Examination Technician II
7	7,250	Print Shop Operator II
8	7,500	Graphic Artist, Secretarial Services Supervisor, Library Supervisor, Maintenance Supervisor
9	7,750	
10	8,000	Library Technician II, Bookkeeper
11	8,250	

<u>LEVEL</u>	<u>SALARY</u>	
12	\$ 8,500	Para Professional I
13	8,750	
14	9,000	Print Shop Operator III, Audiovisual Technician I
15	9,250	
16	9,500	Staff Assistant** Audiovisual Technician II
17	9,750	
18	10,000	Laboratory Technician
19	10,250	
20	10,500	Print Shop Supervisor
21	10,750	
22	11,000	
23	11,250	
24	11,500	Accountant

* Does not include Secretary to Dean(s)

**Does not include Staff Assistant to Dean(s)