

AGREEMENT

between

THE BOARD OF TRUSTEES OF ATLANTIC COMMUNITY COLLEGE

and

THE SUPPORTIVE STAFF ASSOCIATION OF ATLANTIC COMMUNITY COLLEGE

1978-1979

1979-1980

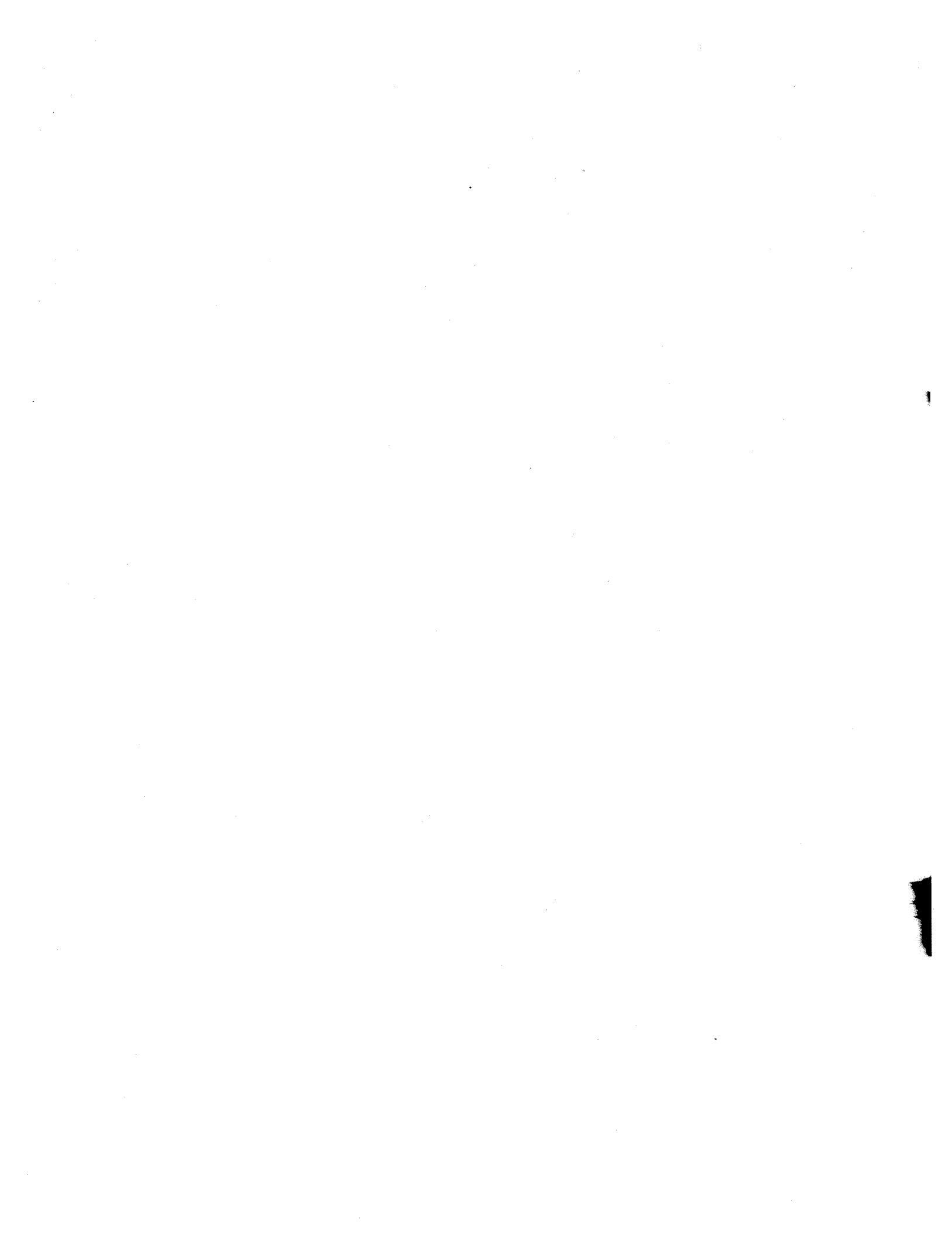




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PREAMBLE

This Agreement entered into this July 1, 1978, by and between the Board of Trustees of Atlantic Community College hereinafter referred to as the "Board" and the Supportive Staff Association of Atlantic Community College, hereinafter referred to as the "Association."

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Supportive Staff Association of Atlantic Community College as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regular full-time and permanent part-time (twenty (20) hours per week minimum) secretarial, clerical and technical employees whether assigned to a salary range, on leave, on a per diem basis, employed or to be employed by the Board all of which collectively are designated as the Bargaining Unit, but excluding:

1. All Administrative Assistants
2. Administrative Secretary to the Director of Personnel Services
3. Personnel Technician
4. Computer Program Assistant (Personnel)

B. Definition of Employee

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees (male and female in an equal manner) represented by the Association in the negotiating unit as above defined.

C. CETA Funded Positions

It is recognized by the parties that positions included in the bargaining unit which are in whole or in part funded by the Comprehensive

Employment Training Act will not be accorded seniority in the event of cessation or limitations of such funds. Further, it is understood and agreed that these positions may be terminated immediately without regard to bumping or displacement of other employees under similar circumstances. Placement within salary ranges and salary increases shall be determined on the basis of available grant funding and consistent with rules and regulations imposed by such funding sources. Salary increases in excess of the allowable grant should be solely at the discretion of the College. Likewise, such employees will not be paid overtime but granted compensatory time for all overtime hours unless grant funds are available.

D. Subsequent Classifications

The College shall have the right to determine whether any classifications established subsequent to the effective date of this Agreement are to be included or excluded from the bargaining unit. Classifications considered appropriate to the bargaining unit shall be submitted to the Joint Employee-Employer Committee for comment with respect to level and title.

E. Non-Discrimination

The parties to this Agreement shall apply the provisions of equality without regard to age, sex, marital status, race, religion, creed, national origin, handicap status and membership in Association.

F. The Board agrees not to negotiate with any member in the bargaining unit individually or with any organization or group within the bargaining unit other than the Association for the duration of this Agreement.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Public Laws of 1968, Chapter 303, as amended by Chapter 123, New Jersey Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association shall submit to the Board on or about September 30 of the calendar year preceding the calendar year in which this Agreement expires or is subject to reopening its demands for modification or termination of the Agreement. Negotiations between the parties shall begin on or about October 15. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced in writing, ratified and signed by the Board and the Association, and be adopted by the Board.

B. Bargaining During Work Hours

Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations relative to this collective bargaining Agreement, they will suffer no loss in pay.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is a claim by one or more members of the bargaining unit or by the Association, hereinafter collectively referred to as a

"grievant," that such member or members have suffered an injury because of an alleged violation, misrepresentation or misapplication of any revision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education.

B. Informal Level

An employee who feels he or she has a basis for a grievance may at his/her option meet with their Supervisor for the purpose of resolving the matter informally.

C. Procedure

In the event a grievant invokes the formal grievance procedure, the grievant shall:

1. Reduce the grievance to writing in letter form no later than fifteen (15) working days after the occurrence of the grievance or after the grievant should reasonably have known of the occurrence and mail or deliver such letter to the Director of Personnel Services with a copy to the Association. The letter shall simply state the nature of the grievance, the section of the contract, rule, regulation or order violated, and the remedy requested, and shall be dated and signed by the grievant.
2. Within seven (7) working days from the receipt of the grievance the Director of Personnel Services shall meet with the grievant in an effort to resolve the grievance. The Director of Personnel Services shall indicate the disposition of the grievance, in writing, within seven (7) working days of the last meeting with the grievant, with a copy to the Association.
3. If the grievant is not satisfied with the decision, the employee may appeal to the College President within seven (7) working days

from the receipt of the disposition given by the Director of Personnel Services.

4. The College President or his/her designee shall, within ten (10) working days from the receipt of the appeal, meet with the grievant and the Association to consider the facts and circumstances of the grievance in an effort to resolve the matter. The President or his/her designee shall indicate the disposition of the grievance in writing within seven (7) working days after the last meeting with the grievant with a copy to the Association.
5. If the Association is not satisfied with the disposition of the grievance by the President or his/her designee, it must submit the matter to arbitration, with a copy to the President, within thirty (30) calendar days from the receipt of the disposition of the grievance by the President. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the American Arbitration Association whose rule shall likewise govern the arbitration proceeding. Both parties agree that the arbitration shall be binding upon the terms of this Agreement and advisory on all other matters.
6. The fees and expenses of the arbitrator shall be shared equally by the College and the Association.
7. The number of days indicated in each step of the grievance procedure may be extended by mutual agreement of the parties.
8. All documents, communications and records dealing with the grievance shall not become a part of the permanent personnel files of the participants.
9. Nothing herein contained shall be construed to limit, deny, or restrict the rights, or remedies, administrative or judicial to which any grievant may be entitled under law.

10. A failure on the part of any member of the administration to make a written determination of the grievance within the time allowed shall constitute a denial of the grievance.
11. Any aggrieved employee may be represented at all stages of the grievance procedure by himself/herself and (at his/her option) a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.
12. No reprisals of any kind shall be taken by the Board or the Association or by any representative member of the administration or by any representative member of the Association contrary to the welfare/interests of the grievant, and/or the grievant's representative(s). This same immunity from reprisals/retaliatory actions/punitive measures shall be guaranteed to all others connected with both the Association, the Administration, and the Board of Trustees as well as participatory witnesses concerned with the grievance.
13. All meetings and hearings under this procedure shall not be conducted in public.
14. At any time during the processing of the grievance, the President of the College or his/her designee may intervene in order to discuss and determine the nature of the grievance without the necessity of the appeals.

ARTICLE IV

MANAGEMENT RIGHTS

The Board retains to itself all rights, responsibilities and authority conferred by law and those commonly associated with its level

of direction and control. Nothing in this Agreement, except as specified, referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decisive action to the extent that such actions are not in contravention of the law.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

A. Right to Organize

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee covered under this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly appointed body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly nor indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of the employee's membership in the Association.

B. Additional Rights

Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be guaranteed under New Jersey School Laws or other applicable laws and regulations. The rights herein granted to employees shall be deemed to be in addition to those provided elsewhere.

C. Just Cause

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein defined and set forth as a matter of contractual stipulation.

D. Notice and Representation

Whenever any employee is required to appear before the Director of Personnel Services and/or the President concerning any matter which could adversely affect the continuation of that employee's position status, overall employment, or the salary and all related increments, then the respective employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to serve as either an advisor and/or spokesperson for the employee during said meeting or interview. Any suspension of an employee pending a disposition of charges shall be without pay. However, should the employee be vindicated the loss of pay will be recoverable.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates as long as they are not an inconvenience to students and other employees.

ARTICLE VI

ASSOCIATION RIGHTS

A. The Board agrees to furnish the Association in response to reasonable request from time to time all available information concerning the financial resources of the College, including but not limited to: annual financial reports and audits; a directory of all personnel in the Unit and all changes which may arise; budgetary requirements and allocations;

agendas; minutes of all Board meetings; and any and all other information of a pertinent nature which will assist the Association in developing intelligent, accurate, and constructive proposals for the purpose of negotiations which may be necessary for the Association to process any recommendation(s), grievance(s) or complaint(s).

B. Representatives of the Association and their affiliating agent shall be permitted to transact official Association business on College property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

C. The Association and its representatives shall have the right to use College facilities at all reasonable hours for meetings. The College shall be notified in advance of the time and place for all such meetings.

D. The Association shall have the right to use College equipment at reasonable times upon request to the appropriate College official. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

E. A bulletin board in a location designated by the College for official Association purposes shall be provided in the main campus building, Richard Somers Hall.

F. The Association shall have the right to use the inter-college mail facilities and inter-college telephone system as it deems necessary. The Association will accept the responsibility for all long-distance calls made in the Association's name.

G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VII

CONDITIONS OF EMPLOYMENT

A. Work Week

The work day shall consist of seven (7) hours excluding a thirty (30) minute lunch period for employees working a thirty-five (35) hour work week. The normal work week will be from Monday thru Friday, 9:00 a.m. to 4:30 p.m. for thirty-five hours, seven (7) hours a day.

B. Summer Work Hours

The summer schedule begins the first full week in June and continues through Labor Day. The work day shall consist of six and one-half (6 1/2) hours excluding thirty (30) minutes lunch period for employees working a thirty-two and one-half (32 1/2) hour week six and one-half (6 1/2) hours a day. The normal week will be from Monday to Friday from 9:00 a.m. to 4:00 p.m. for 32 1/2 hours, 6 1/2 hours a day.

C. Holidays

Recognized holidays with pay are as follows:

New Year's Day	January 1st
President's Day	3rd Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	4th Monday in October
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
General Election Day	1st Tuesday in November
Martin Luther King Day	January 15th

1. Employees required to work on a holiday will be paid for that time at two (2) times their regular rate or be given compensatory time off at a date mutually agreed upon by the employee and supervisor. Permanent part-time employees regularly scheduled for 20 hours or more per week will receive holiday pay provided the holiday falls on a scheduled work day.

D. Overtime

1. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/ after regular work hours.
2. All overtime will start at the first half hour above the normal working week (35 hours). This will be remunerated at the rate of 1 1/2 times the hourly salary. Exceptions to this rule will be Sunday and holidays. Then the rate would be two (2) times the hourly rate.

E. Compensatory Time

The accumulation of compensatory time will be mutually decided between the employee and his supervisor and approved by the Director of Personnel Services with such accumulation reported to the Personnel Services Department on a Payroll Time Sheet not later than the end of the payroll period in which the time was earned. The maximum amount of compensatory time permitted in any one contract year is limited to seventy (70) hours. Requests for use of compensatory time will be processed in advance of the leave period on an approved Leave Request Form. Only leave duly reported will be permitted to be taken.

F. Vacation

The paid vacation schedule will accrue as follows:

Effective July 1, 1978

<u>Years of Service</u>	<u>Vacation Days Earned Per Year</u>
One (1) thru four (4)	12 days
Five (5) thru nine (9)	20 days
Ten (10) plus	20 days

Effective July 1, 1979

<u>Years of Service</u>	<u>Vacation Days Earned Per Year</u>
One (1) thru four (4)	12 days
Five (5) thru nine (9)	20 days
Ten (10) plus	24 days

Unused vacation can be accumulated, but not to exceed two (2) times the fiscal year accumulation. A month is counted for vacation credit only if the employee is in a paid status for at least one-half (1/2) the normal scheduled work days of that month. Permanent part-time employees regularly scheduled for 20 hours or more per week shall be eligible for vacation prorated on the basis of their normal work schedule.

ARTICLE VIII

EMPLOYMENT PROCEDURE

A. Placement within Salary Range

Any employee newly hired prior to February shall be given full credit for one (1) year of service toward the increment increase for the annual term of the contract as covered in the 1978-79 Agreement. Employees hired after February shall receive a prorated consideration based on complete months of service. Employees promoted or reclassified shall receive a one (1) increment promotional increase for a one (1) pay grade promotion or two (2) increments if the promotion/reclassification represents a change of two (2) or more pay grades, or the minimum rate of the new pay grade which ever is greater but in no case shall the maximum of the rate range be exceeded.

B. Resignation

1. An employee who is resigning from a position shall give two weeks notice. The Board may give any resigning employee two weeks pay and dismiss the employee immediately upon receipt of notice of resignation.
2. Earned but unused vacation shall be paid to terminating employees.

C. Notification of Salary

Employees shall be notified of their salary status for the ensuing year no later than May 31 or as soon as can possibly be provided.

D. Other Assigned Duties

Should an employee be temporarily assigned to a position of a higher classification for a period of five (5) consecutive days or more such employee shall be compensated in accordance with Article VIII (A) Placement Within Salary Range. An employee shall not be expected to assume duties in another office without first being notified by his/her supervisor that his/her services are needed and a clear description and time limit required for said assignment shall be given to employee.

ARTICLE IX

PROMOTIONS, DEMOTIONS, AND SENIORITY

A. A promotion is the advancement from a job classification in one salary grade to another classification in a higher salary grade. Conversely, a demotion indicates a change to a lesser classification and salary level. Generally completion of a three-month trial period in the employee's current position shall be considered a minimum requirement for promotion at Atlantic Community College.

B. New or revised positions will have been described, evaluated, and appropriately authorized by the Board of Trustees and/or management of the College through the Division of Personnel/Administrative Services prior to any employee being transferred or promoted to the position.

C. When promoted an employee will be on probationary status for a three-month period. This is in order to recommend according to the judgment of the responsible supervisor and/or Director of Personnel Services, the employee for permanent status or to remand the employee to his/her former position and salary level or one that is similar.

1. The immediate supervisor shall complete an evaluation report at least once during the final half of the 90-day period.

2. An employee who is promoted shall receive a salary adjustment at the time of promotion which shall be based on the promotional increment identified in the Salary Guide subject to the maximum of the salary range. If the position to which the employee is promoted represents a one (1) pay grade increase, the employee will receive one (1) incremental increase based on the employee's existing pay grade; a two (2) pay grade or more promotion will result in a two (2) increment increase based on the employee's existing pay grade.

D. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Director of Personnel Services reasons for such reduction not later than fifteen (15) working days following receipt of such request. Requests shall be made within fifteen (15) working days of either the effective date or reduction in rank or job classification, or of the date on which the employee was formally notified.

E. Seniority is defined as an employee's total length of service with the College, beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged or retires. Where ability to perform work is equal to or better, the person with the most seniority will be given preference when the Board of Trustees finds it necessary to lay off or promote employees or to recall laid off employees.

ARTICLE X

TRANSFERS

A. A transfer is any change from one position to another within the same salary grade or a change from a position in one department or division to a position of equal value in another department or division of the College.

B. When transferred, an employee normally shall not receive an adjustment in salary. However, an employee's service on related positions from which transferred shall be considered for purposes of determining possible merit increases.

C. An employee shall not be transferred to a new or revised position until the position has been described, evaluated and authorized by the Board of Trustees and/or appropriate management authorities.

ARTICLE XI

RECLASSIFICATION

A. Request for reclassification may be initiated by the employee, supervisor or Personnel Office where a significant change in duties and responsibilities of an existing position has occurred which may require reclassification of the position to another classification. An employee shall not initiate such request more than two (2) times during a fiscal year in which case the Personnel Office shall reply within fifteen (15) working days.

B. If, as a result of re-evaluation, a position is changed to a higher or lower salary level/grade rate changes of incumbents may be treated as promotions or demotions as the case may be.

ARTICLE XII

JOB OPPORTUNITIES

A. Notice of Job Openings

Notice of all job openings within the negotiating unit shall be posted if there are plans to fill the opening within ten (10) calendar days of receipt of a letter of resignation or action vacating a position or creating a new position within the negotiating unit. The Job Opportunity Announcement shall be placed on appropriate staff bulletin boards with a

copy sent to the President of the Association. The Announcement shall contain the title of the vacant position, the name of the department in which the vacancy exists, a general statement of duties, and the qualifications required.

B. Application

To be considered for the posted vacancy, the member shall complete and file with Personnel an Application for Promotion/Transfer form within the ten (10) day period. However, members of the Association may file an Application for Promotion/Transfer with the Personnel Department not later than January 1 and July 1 of each year which shall entitle the employee to active consideration for a period of six (6) month for vacancies occurring in job classification identified on the Application. Such Application shall be treated in a confidential manner by the Department of Personnel Services until such time as employee has expressed interest in being interviewed for a current opening.

C. Selection of Applicant

Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference over new hires. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

D. Notification of Appointment

The Association President shall be notified of all appointments in writing within the Organization.

ARTICLE XIII
EMPLOYEE EVALUATION

A. Frequency

1. Employees shall be evaluated by their immediate supervisor at least one (1) time each fiscal year. An Employee Performance Report shall be prepared and a conference held between the employee and his immediate supervisor for the purposes of establishing communications and understanding about the job performance and to identify any commendations, deficiencies and extending assistance for their correction.
2. In the case of new employees, the immediate supervisor completes an evaluation report at least once during the final half of the ninety (90) days probationary period for review with the employee and submission to the Director of Personnel Services.

B. Copies of Evaluation

An employee shall sign the Employee Performance Report which shall signify that he/she has had the opportunity of review and conference with the immediate supervisor. The employee shall also have the opportunity to make written comment on the Supervisor's Report and receive a copy prior to the Report being placed in the personnel file.

ARTICLE XIV
JOINT EMPLOYEE-EMPLOYER COMMITTEE

The parties agree to the establishment of a joint Employee-Employer Committee which shall be advisory to the Personnel Department with membership drawn in equal numbers from both parties. The purpose of the Committee will be to deal with problems of mutual interest and to develop programs and activities which will promote a harmonious work

environment and safe working conditions for members of the Association and College. The party calling this meeting shall provide at least one week's notice of the meeting. The Committee shall meet during the regular work day and generally once each month.

ARTICLE XV

LEAVE OF ABSENCE (WITH PAY)

A. Sick Leave

Each full-time member shall earn one (1) day sick leave per month provided the employee has been in pay status for more than one-half of the scheduled work days in a given month. Permanent part-time employees shall earn sick leave on an equivalent pro-rated basis. Where a pattern of absenteeism exists or where it is necessary to assure the physical capacity of the employee, the College shall have the right to require a medical certificate from the employee's physician. Employees shall report their inability to be present for work by calling the Absence Reporting System (646-5040) one hour prior to their normal starting time. Failure to report the absence shall result in ineligibility for sick leave benefits unless exceptional circumstances were presented.

B. Personal Leave

As of July 1 of each year, the College will grant a maximum of five (5) days of personal leave for absences related to religious observances, medical/dental appointments, legal matters, birth, bereavement, educational and marriage where such absences cannot be arranged outside normal working hours. Newly hired employees will be vested with personal leave pro-rated on the basis of the number of completed months of service as of July 1. Such leave is not accruable and cannot be taken in less than one-half (1/2) day increments. At least 48 hours advance written notice, with the reason for absence stipulated,

must be given of such a request by the employee to his/her supervisor and filed immediately with the Director of Personnel Services, except in the case of an emergency. An emergency shall be deemed to have occurred when the employee could not have been aware of the event in advance necessitating the use of leave. The College shall be notified within the hour of the employee's inability to be present for work unless exceptional circumstances were presented.

C. Bereavement Pay

An employee shall be entitled to two (2) days leave with pay upon the death of a member of his immediate family. Immediate family shall be defined to include spouse, children, sibling, parents, step-parents, step-children, and parents or grandparents of spouse.

D. Jury Duty

A leave of absence with pay will be granted to employees for time spent on jury duty or if subpoenaed as a witness in a case where the employee has no personal or financial interest, provided the employee agrees to reimburse the College in an amount equal to fees (less mileage and subsistence) the employee receives for such duty.

ARTICLE XVI

LEAVE OF ABSENCE (WITHOUT PAY)

A. Upon proper written application the Board may grant leaves of absence not to exceed one calendar year, without pay, to members of the Association. The employee must state in writing the purpose of such leave. To the extent permitted by law, any employee granted such full time leave shall retain all insurance and other benefits and shall continue to maintain service time for salary increment purposes as though being in regular service. The employee shall be permitted to pay individual (personal) contributions to all existing plans requiring

such contributions and the College shall then pay their regular contribution to such plan(s) requiring such contributions, provided these contributions are not contrary to law.

B. Maternity

1. A female employee shall notify the Personnel Department of her pregnancy in writing no later than the beginning of the fifth month. A female employee may request an unpaid maternity leave of absence. An employee desiring such leave is required to notify their department head and the Personnel Department at least one (1) month prior to the date of the requested leave and to provide a definite date of expected return to work in order that a replacement can be arranged during the time of their leave of absence.
2. It is expected that the employee will follow the advice of a physician as to the length of time to be worked during the pregnancy and furnish such information in writing to the Personnel Department. If the employee desires to work beyond the seventh month of pregnancy, she must present a certificate of physical fitness from her physician. A certificate shall be submitted at the beginning of the eighth month and each two weeks thereafter.
3. The employee returning from maternity leave shall be reinstated in her original position or position with like status and pay without loss of seniority. The employee shall be placed on the same salary level which she would have attained had she been actively employed at the College during this period.
4. Employees eligible for such leave benefits will be entitled to receive such benefits if they are able to report to work

for maternity reasons as certified by the employee's physician on the same basis as other employees incurring non-occupational illnesses.

ARTICLE XVII

EDUCATIONAL BENEFITS

The educational benefits for non-instructional employees are as follows:

- A. All full-time, non-instructional employees shall be permitted to take instruction at no tuition charge at Atlantic Community College.
- B. Courses need not be related to the employee's current work, but admission standards, where applicable, must be met for all courses or disciplines for which the employee applies.
- C. Cost of books, lab fees, etc., must be undertaken by the employee.
- D. Spouses and dependent children of all full-time, non instructional staff of the College may attend College courses without payment of tuition and fees; provided, however, that all said family members shall be subject to the same rules and regulations as the regular student body of the College. Dependent children shall be interpreted as the term is defined by the Internal Revenue Code of the United States.
- E. Requests for tuition waiver are approved by the Director of Personnel Services on forms supplied by the College. Additionally, employees shall make every effort where applicable to obtain a charge back authorization to the County in which they reside.
- F. Upon presenting their identification card, staff members can take advantage of many other facilities and activities, i.e. library books, student activities, etc.
- G. Employees are limited to six (6) hours per semester while spouses and dependent children may be full-time students if they so desire.

H. Permanent part-time employees shall receive this benefit on a pro-rated basis.

ARTICLE XVIII

INSURANCE PROTECTION

A. Health Insurance

Participating in the New Jersey Health Benefits Plan shall be non-contributory, to the Association member, for all premium increases after July 1, 1977, as certified by the Division of Pensions with coverage of dependents, including children up to age twenty-three (23). This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage and becomes effective for new employees the first day of the month following 60 days of employment. For present employees, the annual enrollment period will be the month of January to be effective the first coverage period in April.

B. Dental Program

The College shall provide up to a maximum of \$100 (fiscal year 1979), \$150 (fiscal year 1980) per member and dependent(s) per annum upon the presentation of a properly receipted dental billing to the Office of Personnel Services. The annual year is to be the College's budgetary fiscal year.

ARTICLE XIX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees for SSAACC, the New Jersey Education Association dues or any one of the combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15,9e) and under rules established by the Department of Higher Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by SSAACC by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Each of the associations named above, once such monies have been dispersed to such associations, shall save harmless the College from any claims arising from any misapplication of such monies.

ARTICLE XX

MISCELLANEOUS

A. Saving Clause

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 in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

B. Separability

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 or application 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.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Copies of Agreement

Sufficient copies of this Agreement shall be reproduced by the Board and distributed to the Association President.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 1978, and shall continue in effect until June 30, 1980, unless the Association and the Board mutually agree in writing to an extension of its duration.

FOR THE BOARD:

FOR THE ORGANIZATION:

Dr. Donald P. ...
Chairperson, Board of Trustees

[Signature]
President, Supportive Staff
Association of Atlantic Community
College

[Signature]
Secretary, Board of Trustees

Helen J. Hughes
Secretary, Supportive Staff
Association of Atlantic Community
College

9.26.1978
Date of Ratification

APPENDIX I

E - Employee's Response
S - Supervisor's Response

ATLANTIC COMMUNITY COLLEGE
(Department of Personnel Services)

EMPLOYEE PERFORMANCE RATING FORM

NAME: _____ DEPARTMENT: _____ PART I

JOB CLASSIFICATION: _____ DATE OF RATING: _____

HOW LONG HAS EMPLOYEE WORKED ON PRESENT POSITION? _____ HOW MANY EMPLOYEES DOES THIS EMPLOYEE SUPERVISE _____

JOB KNOWLEDGE HOW WELL DOES THIS EMPLOYEE UNDERSTAND THE REQUIREMENTS OF JOB TO WHICH ASSIGNED: _____

Thoroughly understands all aspects of job More than adequate knowledge of job Has basic concepts to do job Insufficient knowledge of some phases of job Needs constant instruction

QUALITY OF WORK Consistently neat, accurate and thorough HOW ACCURATE, NEAT, AND COMPLETE IS THE EMPLOYEE'S WORK: Careful worker, seldom needing correction Work completed usually is acceptable Occasionally careless - requires checking Inaccurate and careless

COOPERATION Exceptionally willing and successful as a team worker DOES THIS EMPLOYEE WORK HARMONIOUSLY AND EFFECTIVELY WITH CO-WORKERS AND PUBLIC: Usually tactful and offers to assist others without problems Gets along adequately without problems Cooperation must be solicited and seldom volunteers Tends to be a troublemaker

RESPONSIBILITY Fully accepts and efficiently completes job assignments - copes masterfully with emergencies HOW DOES THIS EMPLOYEE ACCEPT AND CARRY-OUT ALL OF THE RESPONSIBILITIES OF THE JOB: Conscientiously tries and usually succeeds in accomplishing job Accepts but does not seek job responsibilities Does some assigned tasks reluctantly Indifferent - avoids job responsibilities whenever possible

INITIATIVE Self-starter - makes practical suggestions HOW WELL DOES THIS EMPLOYEE BEGIN AN ASSIGNMENT WITHOUT DIRECTION AND RECOGNIZE THE BEST WAY OF DOING IT: Proceeds on assignments voluntarily and readily accepts suggestions Does routine work without prompting Relies on others: needs help getting started Must always be told exactly what to do

QUANTITY OF WORK Maintains high and precise out-put of work HOW MUCH SATISFACTORY WORK IS CONSISTENTLY TURNED OUT BY THIS EMPLOYEE: Usually does more than expected Sufficient amounts of work are usually provided Inclined to be slow, sometimes incomplete Inadequate turn-out of work with imperfect results

DEPENDABILITY Places college's interests ahead of personal convenience HOW FAITHFUL IS THIS EMPLOYEE IN REPORTING TO WORK AND STAYING ON THE JOB: Punctual and does not waste time Generally on the job as needed Sometimes needs to be admonished Chronic abuse of working schedule

"CAN DO" FACTORS

Appearance and manner	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Availability to assist when needed	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Educational preparedness as needed	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Ability to learn and to solve problems	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Health, energy, physical condition	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Knowledge of College's functions	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Experience in specific job role	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement

Page 2

"WILL DO" FACTORS

<u>CHARACTER TRAITS (Basic Habits)</u>					
Stability: maintaining interest in work	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Industry: willingness to work	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Perseverance: finishing job started	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Ability to serve with flexibility as required	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Loyalty to College's aims and purposes	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Self-reliance to make successful decisions	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Leadership to function autonomously as needed	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement

MOTIVATION

Basic initiative (drive, vigor, stamina)	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Need to serve job demands	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Need for attaining excellence	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Need to explore and investigate	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement

DEGREE OF EMOTIONAL MATURITY

Freedom from dependence	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Regard for consequences	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Capacity for self-discipline	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Freedom from destructive tendencies	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Freedom from "show-off" tendencies	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Freedom from wishful thinking	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement
Freedom from irresponsible tendencies	<input type="checkbox"/>	<input type="checkbox"/>	Adequate	<input type="checkbox"/>	Needs Improvement

EMPLOYEE PERFORMANCE RATING FORM

PART II

STRONG POINTS OF EMPLOYEE IN PRESENT POSITION

Horizontal lines for writing strong points of employee in present position.

EMPLOYEE'S WEAK POINTS ON-THE-JOB

Horizontal lines for writing employee's weak points on-the-job.

SUMMARY RATING

Horizontal lines for writing summary rating.

GOALS FOR FURTHER PERSONAL DEVELOPMENT AND INCREASING
EMPLOYEE'S CONTRIBUTION IN MEETING OBJECTIVES OF THE
COLLEGE.

Horizontal lines for writing goals for further personal development and increasing employee's contribution.

EMPLOYEE COMMENT.

Horizontal lines for writing employee comment.

Name of Rater _____

Title _____ Date _____

Name of Reviewer _____

The employee's signature does not imply approval or disapproval of the performance rating, but that the form has been reviewed with the employee.

Employee's signature _____

APPENDIX II

LEAVE REQUEST FORM

A sample Leave Request Form is shown below. This form is available from the Office of Personnel Services.

Atlantic Community College

LEAVE REQUEST FORM

SOCIAL SECURITY NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NAME	DEPARTMENT	DATE
------	------------	------

PAID LEAVE				Reason for Absence (Mark "X" in Appropriate Box)				UNPAID LEAVE			
<input type="checkbox"/> a	COMPENSATORY TIME OFF (CTO)	<input type="checkbox"/> b	JURY DUTY (J.D.)	<input type="checkbox"/> c	PERSONAL LEAVE (PL)	<input type="checkbox"/> d	SICK LEAVE (SL)	<input type="checkbox"/> h	EXCUSED ABSENCE (EA)	<input type="checkbox"/> i	UNEXCUSED ABSENCE (UA)
<input type="checkbox"/> e	SICK LEAVE POOL (SLP)	<input type="checkbox"/> f	OTHER PAID (OP)	<input type="checkbox"/> r	VACATION (V)	<input type="checkbox"/> W	Bereavement (B)	<input type="checkbox"/> j	OTHER UNPAID (OU)	<input type="checkbox"/> k	SICK LEAVE/UNPAID (SLU)

REQUESTED LEAVE PERIOD AND PAY STATUS

Instructions: Place an "X" in the box for each **work day** of the month in which you were or will be absent. Indicate the number of **work days** absent with pay and those with no pay in the designated space.

MONTH:										DAY OF MONTH																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

MONTH:										DAY OF MONTH																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

COMMENTS

Number of days with pay _____ . Number of days with no pay _____ .

DISTRIBUTION: WHITE: PERSONNEL CANARY: EMPLOYEE PERS. 141-577 REV. (6-77)	EMPLOYEE'S SIGNATURE			DATE		
	SUPERVISOR		DATE	DIR. OF PERS.		DATE (PERSONAL LEAVE ONLY)

APPENDIX III

SALARY GUIDE 1978-1979

<u>Job Classification</u>	<u>Pay Grade</u>	<u>Salary Range</u>	<u>Promotional Increment</u>
File Clerk Clerk-Typist I Reproduction Machine Operator I Library Clerk I Equipment Room Aide	1	5,949 - 8,031	297
Keypunch Operator I Child Care Assistant	2	6,247 - 8,433	312
Clerk-Typist II Clerk-Steno I Library Clerk II Switchboard Operator	3	6,558 - 8,853	328
Account Clerk I Keypunch Operator II Media Technician I Inventory & Receiving Clerk	4	6,886 - 9,296	344
Clerk-Steno II College Receptionist GED Exam Proctor Testing Assistant SAGES Assistant Community Services Assistant Hispanic Studies Assistant Reproduction Machine Operator II Recorder Library Technician	5	7,230 - 9,760	362
Account Clerk II Laboratory Assistant Media Technician II	6	7,592 - 10,249	380
Computer Operator Theatre Technician Instructional Skills Coordinator Learning Center Coordinator Tutorial Program Assistant Office Coordinator Library Assistant	7	7,972 - 10,761	399
Account Clerk III Media Technician III Lab Stockroom Manager	8	8,370 - 11,299	418

APPENDIX III

SALARY GUIDE 1978-1979

<u>Job Classification</u>	<u>Pay Grade</u>	<u>Salary Range</u>	<u>Promotional Increment</u>
Community Liason Worker Developmental Studies Assistant	9	8,789 - 11,865	439
Equipment Room Manager & Trainer Veterans Coordinator Assistant	10	9,227 - 12,457	461
Statistical Assistant College Program Advisor High School Coordinator Teacher, Child Care Programmer I	11	9,689 - 13,080	484
Teacher ESL Teacher, WIN Coordinator, Youth Program	12	10,173 - 13,733	509
Recruiter/Advisor Admission Assistant Head Teacher, WIN	13	10,682 - 14,421	534
Coordinator, ESL Project Assistant to Director, Upward Bound	14	11,216 - 15,142	560

For fiscal year 1978-1979 an across-the-board raise over the previous year's salary subject to the maximum of the salary range shall be granted in the amount of \$500.

APPENDIX IV

SALARY GUIDE 1979-1980

<u>Job Classification</u>	<u>Pay Grade</u>	<u>Salary Range</u>	<u>Promotional Increment</u>
File Clerk Clerk-Typist I Reproduction Machine Operator I Library Clerk I Equipment Room Aide	1	6,187 - 8,352	309
Keypunch Operator I Child Care Assistant	2	6,496 - 8,770	325
Clerk-Typist II Clerk-Steno I Library Clerk II Switchboard Operator	3	6,821 - 9,209	341
Account Clerk I Keypunch Operator II Media Technician I Inventory & Receiving Clerk	4	7,162 - 9,668	358
Clerk-Steno II College Receptionist GED Exam Proctor Testing Assistant SAGES Assistant Community Services Assistant Hispanic Studies Assistant Reproduction Machine Operator II Recorder Library Technician	5	7,520 - 10,152	376
Account Clerk II Laboratory Assistant Media Technician II	6	7,896 - 10,660	395
Computer Operator Theatre Technician Instructional Skills Coordinator Learning Center Coordinator Tutorial Program Assistant Office Coordinator Library Assistant	7	8,291 - 11,193	415
Account Clerk III Media Technician III Lab Stockroom Manager	8	8,705 - 11,752	435

APPENDIX IV

SALARY GUIDE 1979-1980

<u>Job Classification</u>	<u>Pay Grade</u>	<u>Salary Range</u>	<u>Promotional Increment</u>
Community Liason Worker Developmental Studies Assistant	9	9,140 - 12,339	457
Equipment Room Manager & Trainer Veterans Coordinator Assistant	10	9,597 - 12,956	480
Statistical Assistant College Program Advisor High School Coordinator Teacher, Child Care Programmer I	11	10,077 - 13,604	504
Teacher ESL Teacher, WIN Coordinator, Youth Program	12	10,580 - 14,284	529
Recruiter/Advisor Admission Assistant Head Teacher, WIN	13	11,109 - 14,998	555
Coordinator, ESL Project Assistant to Director, Upward Bound	14	11,664 - 15,747	583

For fiscal year 1979-1980 an across-the-board raise over the previous year's salary subject to the maximum of the salary range shall be granted in the amount of \$600.

CLASSIFICATION ADDENDUM

A. Compliance to Classifications

Classifications shall be prepared for each supportive staff member in accordance with his/her responsibilities and work area.

Supportive staff members who are upgraded as a result of classification change shall receive at least the minimum of the new pay grade in the event incremental changes do not move them within that range.

A new employee will be classified according to the job description they are filling. Generally, new employees shall be hired at the minimum of the salary range.

B. Preparation Deadline

Classifications shall be prepared within sixty days (60) of ratification of the contract. In the interim period, the Director of Personnel shall continue to meet with the joint committee to discuss and confer on the development of job descriptions.

Classifications shall be distributed to each supportive staff member and their supervisor for reference and filing.

