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PREAMBLE

THIS AGREEMENT entered into this 20<sup>th</sup> day of September, 2012 BETWEEN  
THE BOARD OF TRUSTEES of the COUNTY COLLEGE OF MORRIS, in the County  
of Morris, New Jersey (hereinafter referred to as the "COLLEGE" or "BOARD"; and  
ACADEMIC ADMINISTRATIVE PERSONNEL FEDERATION OF COUNTY  
COLLEGE OF MORRIS, LOCAL 3983, AMERICAN FEDERATION OF TEACHERS, A.F.L.  
- C.I.O., (hereinafter referred to as "FEDERATION" or "UNION").

ARTICLE I  
RECOGNITION

A. The Board of Trustees hereby recognizes the Academic Administrative Personnel Federation, Local 3983, affiliated with the American Federation of Teachers, A.F.L.-C.I.O., as the exclusive representative for collective negotiations of the terms and conditions of employment of the full-time employees eligible under Subsection B and occupying job titles as set forth in Exhibit A attached to this agreement.

B. For purposes of this article, full-time employees occupying job titles as set forth in Exhibit A attached to this agreement who are employed for a total term of employment of one hundred eighty (180) days or more in a twelve-month period shall be covered by the terms and conditions of this agreement. For purposes of this article, full-time employees occupying job titles as set forth in Exhibit A attached to this agreement who are employed for a total term of employment of less than one hundred eighty (180) days in a twelve-month period, shall be deemed temporary employees and shall not be covered by the terms and conditions of this agreement.

## ARTICLE II

### DURATION OF AGREEMENT

This agreement shall be in full force and effect as of July 1, 2012 and shall continue in effect through June 30, 2015, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter. Either party may give notice to the other, in writing, no later than April 1 of the year in which the agreement expires, of a desire to change, modify or terminate this agreement.

ARTICLE III  
NEW POSITIONS

A. Nothing contained in this agreement shall limit the authority of the Board to create new job titles and to employ individuals within such job titles. The Board specifically reserves the right, in its sole discretion, to determine the qualifications and salary grade for all new positions.

B. In the event the Board authorizes the creation of a new administrative position or supervisor of staff or facilities, and such position is not within any of the job titles in Exhibit A, the College shall, within thirty (30) calendar days of this action, advise the Federation, in writing, of the title, proposed grade level, and a brief description of the proposed duties of the position.

C. Within ten (10) calendar days after delivery of such notification, the Federation may deliver to the President of the College a written request that the proposed new position be included in the bargaining unit covered by this agreement. Within ten (10) calendar days after delivery of the Federation's request, representatives of the Board and the Federation shall meet in an effort to reach agreement as to whether the position shall be included in the bargaining unit.

D. If the parties are unable to reach such agreement, either party may file a petition with the Public Employment Relations Commission, seeking a determination of such dispute. The parties agree that the Public Employment Relations Commission shall have exclusive jurisdiction and determination of inclusion of an additional title in the bargaining unit, and such dispute shall not be subject to the grievance procedure set forth in this agreement.

ARTICLE III continued

E. In the event the parties agree or it is otherwise determined that a new position shall be included in the bargaining unit, any employee who is employed in such a position shall be covered by the terms of this agreement retroactive to his/her date of hiring in such new position.

F. Failure of the Federation to request inclusion in the bargaining unit of a new job title within the ten-day period specified above shall be conclusively deemed an acceptance that such title should properly be excluded from the bargaining unit.

## ARTICLE IV

### VACANCIES AND TRANSFERS

A. Notice of any vacancy in an administrative position, faculty position, or supervisor of staff or facilities position shall be posted and provided to the Federation when submitted for publication. Such job opportunity notice shall be in such form as may then be in use by the College and shall be forwarded to all College departments.

B. When an employee applies for appointment to a vacant position for which he/she is qualified, such employee shall be notified in writing when the position is filled.

C. An employee shall have three work days from receipt of a written offer of promotion to accept or decline in writing such offer. Prior to the employee's acceptance of the offer of promotion, and the Board's approval of same, the College may temporarily assign the employee to such new position at his/her previous salary for a period not to exceed ten (10) calendar days. No employee offered promotion shall be considered to have vacated entitlement to retain his/her previous position until the Board has approved such promotion and the promotional salary adjustment, and the employee has received a letter of appointment and has accepted the appointment in writing.

D. The College shall have the right to temporarily assign an employee to an acting position in a higher rank for sixty (60) calendar days at such employee's present salary. If the College elects to continue such temporary assignment beyond sixty (60) calendar days, the employee's annual salary shall thereafter be increased for the balance of such temporary assignment. The

ARTICLE IV continued

increase shall be \$2,200 for a transfer to a job title that is one grade higher than the employee's permanent job title, or the minimum salary of the higher grade, whichever is greater. The increase shall be \$3,000 for a transfer to a job title that is more than one grade higher than the employee's permanent job title, or the minimum salary of the higher grade, whichever is greater.

## ARTICLE V

### BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees of the College hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, or the regulations of the Commission on Higher Education.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board of Trustees, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this agreement, and the New Jersey Employer-Employee Relations Act, and then only to the extent such terms hereof are in conformance with the Constitution, laws and administrative regulations of New Jersey and of the United States, and the regulations of the Commission on Higher Education.

C. Nothing contained herein shall be construed to deny or restrict the Board of Trustees of its rights, responsibilities and authority under Federal or state laws or administrative regulations.

ARTICLE VI  
EMPLOYMENT

A. The College shall provide each employee in the bargaining unit with a copy of this agreement and a letter of appointment which shall include:

1. Employee's name
2. The dates of the term of appointment
3. The salary
4. Academic rank, if any is granted
5. The job title and grade classification

B. Probation--the first six months of an employee's employment shall be considered a probationary period, during which such employee may be discharged for any reason deemed appropriate by the College and such discharge shall not be grievable.

C. Discipline--after completion of the probationary period, the College may discipline, reprimand in writing, reduce in rank or compensation, or dismiss an employee prior to the expiration of such employee's current employment term, for just cause only and any such action shall be grievable.

D. Reappointments for twelve-month employees normally are for one year ending June 30. Initial appointments normally terminate on June 30. Written notice of reappointment or non-reappointment shall be provided to each employee in the bargaining unit who has been employed for more than three months. Written notice of reappointment shall be given no later than June 1.

ARTICLE VI continued

Written notice of non-reappointment shall be given not later than March 17 to an employee who has completed more than three months but less than five years of employment at the college.

Written notice of non-reappointment shall be given not later than December 17 to an employee who, as of such date, has completed more than five but less than ten years of employment at the college. Commencing on the first day of the eleventh year of employment, each employee's contract shall be understood to give to the College the Right to terminate such employee's employment by giving such employee written notice of termination ten months in advance of the effective date of termination, whether or not such termination is in the middle or at the end of the next fiscal year. Such termination shall not be deemed a dismissal.

E. The decision of the Board not to renew or reappoint an employee for the succeeding year nor the decision to terminate a ten-year employee after ten months' advance notice is a prerogative reserved to management and therefore shall not be grievable.

F. Any employee who receives written notification from the College of non-reappointment for the succeeding academic year, or ten-month termination notice for ten-year employees, may within fifteen (15) calendar days from receipt of such notification, deliver to the Office of the President of the College a written request for reasons for such non-renewal or termination. The President will provide such employee with a written statement of reasons within thirty (30) calendar days of receipt of such request. Employees who have completed more than three years of employment as of the date of such non-reappointment notice, shall have the further right to request a conference with the President of the College provided that written request is received

ARTICLE VI continued

by the Office of the College President within seven (7) calendar days after the employee receives the requested statement of reasons for non-renewal. At such conference, the employee may be represented and counseled by one representative selected by the employee. The President shall give the employee at least five (5) days notice of the date and time of the appearance which shall not be more than twenty (20) calendar days after receipt of request for same. The purpose of the conference shall be to afford the employee the opportunity to convince the President that the determination not to offer employment was incorrect. Within five (5) calendar days following such conference, the President shall notify the employee in writing whether he will recommend that the Board revise its determination not to offer reemployment.

G. Employees who have completed more than five years of employment as of the date of the notice of non-renewal (or termination for ten-year employees) shall have the further right to request an informal appearance before the Personnel Committee of the Board, provided that a written request for such appearance is received by the Office of the College President within seven (7) calendar days after the employee received the determination of the College President under subparagraph F. The Personnel Committee will schedule an appearance within twenty (20) calendar days from receipt of the employee's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the employee an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the employee at least five (5) calendar days' notice of the date and time of

ARTICLE VI continued

the appearance. An employee may be represented and counseled at such committee appearance by counsel, and by a representative of the Federation or by one individual of his/her choice. The employee may present other persons to speak on behalf of the employee. Such persons shall be called individually, and each excused after making his/her statement. Within five (5) calendar days following the informal appearance, the Personnel Committee will notify the employee in writing whether the committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The committee may delegate such notification to the President of the College.

H. Failure to make timely request for a statement of reasons or to request a conference or committee appearance shall be deemed a waiver of such right. Similarly, the determination of the President for employees with less than five years employment, and the decision of the Personnel Committee for employees with five years or more of employment, following an informal appearance, shall not be grievable.

ARTICLE VII  
REDUCTION IN FORCE

A. The Board of Trustees shall have the right to implement a reduction in force and to lay off employees in the event of financial or administrative necessity. The Board shall give written notification to the Federation at least sixty (60) days in advance of implementation of a reduction in force, and at least forty-five (45) days prior to such implementation, the Board shall also give written notice to each employee scheduled to be laid off and each employee who may be laid off as a result of the exercise of seniority rights provided in this article. Within ten (10) days from receipt of written request from the Federation, representatives of the College and the Federation shall meet to discuss proposed layoffs.

B. In the event of a reduction in force, the selection of employees to be laid off shall be a prerogative of management, except that:

(1) Where there is more than one incumbent in the affected job title, the remaining positions in such job title shall be offered in writing to the incumbents who meet the qualifications for the remaining positions, in order of seniority. If any incumbent declines to accept such offer, he/she shall be deemed to have waived rights of seniority under this article, including subparagraph 2.

(2) Where an employee's current position is to be eliminated, such employee shall be entitled to replace an employee with less seniority in a job title of equal or lower grade (but not higher grade), providing:

ARTICLE VII continued

i. That within three (3) years prior to notice of layoff, the laid off employee actually performed, as an employee of this College, substantially the same job functions as the job title being retained, meets the current qualification for such other job, and such prior performance of substantially the same functions was undertaken for at least one (1) full year; and

ii. The employee laid off agrees in writing within ten (10) days to accept the hours of employment in such other position. The employee shall suffer no loss of pay provided that his/her salary does not exceed the maximum at that grade level.

(3) Employees being laid off shall be offered in order of seniority the right to replace any part-time employee in the same job title.

C. Any offer of employment made by the College under paragraph B must be accepted by the employee in writing within ten (10) days of receipt, or the employee shall be deemed to have waived any further rights of seniority under this article. There shall be no other rights of seniority applicable to reduction in force except as set forth in this article.

D. For a period of one (1) year from the date of layoff, the recall rights of employees who are laid off shall be limited to:

(1) The right in order of seniority to any vacancy in the same job title held at the time of layoff; and

(2) The right in order of seniority to fill a vacancy in a job title of equal or lesser grade (but not higher grade) than the job title held at the time of layoff providing:

i. That within three (3) years prior to notice of layoff, the laid off employee actually performed, as an employee of this College, substantially the same job functions as the job title being retained, meets the current qualification for such other job title, and such

prior performance of substantially the same functions was undertaken for at least one (1) full year; and

ARTICLE VII continued

ii. The employee laid off agrees in writing within ten (10) days to accept the hours of employment in such other position. The employee shall suffer no loss of pay provided that his/her salary does not exceed the maximum at the grade level.

(3) The returning employee must actually commence such employment within forty-five (45) days from the date of his/her acceptance of the job offer. Failure to accept any job offer made under this paragraph shall be deemed a waiver of any further right of recall.

E. Any notice required under the provisions of this article to be given by the College to an employee shall be deemed adequately delivered if given to the employee personally or mailed by certified mail to the employee at such employee's last known address as shown on the records of the College. A copy of any layoff or recall notice given by the College under the terms of this article shall be sent to the Federation.

F. With regard to any employee who is recalled, a layoff shall not be considered a break in service under the terms of this agreement, but layoff time shall not be counted toward length of service.

ARTICLE VII continued

G. For purposes of this article only, the term "seniority" shall mean the length of continuous employment for not less than thirty hours per week, commencing from the date that such employee was first appointed to or promoted to a position included in the Federation bargaining unit, except that for all employees in the bargaining unit on or prior to July 1, 1980 "seniority" shall mean the length of continuous employment for not less than thirty hours per week, commencing from the date such employee was first employed by the College.

## ARTICLE VIII

### MAINTENANCE OF OPERATIONS

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 Federation agrees that neither the Federation nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a Federation member from his/her position, or refusal to perform his/her duties of employment as defined in this agreement.

C. The Federation further agrees that it will not cause, engage in, encourage or assist in any strike or job action.

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 IX  
NEGOTIATIONS

The College and the Federation will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the College nor the Federation shall have or exercise control over the selection of the negotiating representatives of the other party. The representatives shall have all necessary authority to make proposals and counterproposals during negotiations, subject to ultimate ratification by the College and Federation. It is recognized that no final agreement may be executed or become binding without ratification by the Board of Trustees and the Federation.

ARTICLE X  
PERSONNEL FILE

A. The College shall maintain one (1) official personnel file for each employee in the bargaining unit. Material relating to initial employment at the College solicited under conditions of confidentiality shall be excluded from the personnel file. Material not placed in the official personnel file, such as notes or memoranda of supervisors, data in College computer systems, or health records shall not be utilized for personnel decisions affecting such employee unless such material is placed in the official personnel file and is thereby available for inspection and written response by the employee.

B. Upon advance written notice, an employee shall have the right to personally examine the contents of his/her official personnel file during College business hours within five working days of such request. At option of such employee, one representative of the Federation may also be present. The employee shall review such file in the presence of a representative of the College, and the employee shall not remove any material from such file. The employee shall initial and date all material reviewed, which initialing shall not be deemed to constitute an approval of the contents of such material. Because of limitations of College personnel, only one employee at a time may review his/her personnel file. If it is not possible, due to the number of requests, to grant such requests within the time specified, the requests will be handled in the order they are received.

ARTICLE X continued

C. Upon request of the employee, the College will, without charge to the employee, make one copy of any material in such employee's personnel file which the employee has not previously received. If a copy of any material in the official personnel file was previously furnished to the employee, the College shall not be obligated to make a copy of same unless the employee agrees to pay the College the expense of duplication at the rate of \$.20 per page.

D. An employee may have inserted into such personnel file his/her written response to any item in the file. An employee may also request in writing that the College remove any material considered obsolete or inappropriate. Such request for removal of material may be granted or denied in writing at the discretion of the appropriate administrator appointed by the College to review such request.

E. Whenever signed materials commenting on an employee's performance are deemed appropriate by the College administration for placement in an employee's official personnel file, and the College has not given a copy of same to the employee, written notice of placement of such material in the personnel file shall be given to such employee.

F. The written consent of the employee shall be required prior to release of information to individuals not acting on behalf of the College, except that such information may be released by the College without the prior written consent of the employee in the following instances:

1. Information required pursuant to a Court order or subpoena;
2. Information required by the Commission on Higher Education;

ARTICLE X continued

3. Information required by a Federal, state or county governmental agency charged with the responsibility to enforce, administer or monitor programs or activities of the College; or

4. College insurance carriers.

Upon receipt of request for information within any of the above-exceptioned categories, the College shall notify the employee of such request, but the College shall nevertheless have the right to release such information without the employee's consent.

G. The College shall protect the security of personal employee data from access by persons who have no legitimate need for or right to know this information.

ARTICLE XI  
EVALUATION

A. All employees of the bargaining unit shall be formally evaluated pursuant to this article at least once per year. The College reserves the right in all cases to evaluate such employee more than once per year. In all cases of evaluation other than the annual formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

B. The formal evaluation procedure shall be twofold:

1. Administrative Evaluation
2. An Optional Self-Evaluation

C. The Vice President/cabinet member under which such employee serves shall be entitled to request an administrative evaluation by any supervisory personnel who are in a position to evaluate such employee's performance, except that no individual who is in the Federation bargaining unit shall participate in the administrative evaluation of any employee in the same bargaining unit.

D. Self-evaluation will be presented in writing to the employee's evaluating supervisor. To be considered, the self-evaluation report must be submitted prior to the initial evaluation conference.

E. A formal evaluation conference shall be scheduled prior to May 1 by the same supervisor designated to write the final administrative evaluation. The employee shall be given timely

notice of a formal administrative conference in order to have the opportunity to submit an optional self-evaluation to the supervisor in advance of the conference. At such formal evaluation conference, the employee will be given a copy of the final administrative evaluation report and shall have an opportunity to discuss with such supervisor the final administrative evaluation report and the employee's self-evaluation if it was submitted in a timely fashion. At the formal evaluation conference, the supervisor and the employee shall sign the final evaluation report signifying that such report and the self-evaluation were reviewed and discussed at such conference.

F. All evaluation reports will be maintained in the employee's official personnel file. An employee may append his/her written response to any written evaluation reports in the official personnel file. Any employee who exercises the right of response to his/her formal evaluation shall not be criticized, reproached or reprimanded for having exercised that right, nor shall having exercised such right be considered detrimental in any subsequent evaluation. If, in the opinion of the Vice President/cabinet member under whom such employee serves, such response contains statements which exceed fair comment or derogate a supervisor, the Vice President/cabinet member shall confer with the employee and such supervisor to evaluate such statements. If, as a result of such conference, the Vice President/cabinet member deems such statements to be unjustified, or if the employee declines to attend such conference, such statements then may become subject to reply, criticism and reproach to be included within such employee's official personnel file.

ARTICLE XI continued

G. The College, in its sole discretion, shall have the right to develop and modify evaluation forms for the administrative evaluation, providing that during a given contract year, the same form is used for each employee in the bargaining unit, and a copy of the form is given to the Federation.

H. The substance, opinions and conclusions of any evaluation report shall not be grievable.

## ARTICLE XII

### EMPLOYMENT RIGHTS AND RESPONSIBILITIES

#### A. DISCIPLINARY ACTION

1. Whenever the employee is scheduled to have a disciplinary conference with his/her supervisor, director, vice president/cabinet member, other administrator of the College or member of the Board, the employee shall have the right to be accompanied by no more than two representatives of his/her choice at such conference within a reasonable timeframe. If the representatives selected by the employee are not employees of the College, the name and occupation of such non-employees shall be given in advance to the College administrator requesting the interview. When advised that the employee is to be represented by a person or persons other than a College employee, the College administrator shall have the right to reschedule the interview and to have the College attorney or other College representative present. Recording devices shall not be used at such interviews.

2. Disciplining of employees shall be at private conferences limited to the employee, his/her representatives, and appropriate representatives of the College. Employees shall not be disciplined publicly in the presence of students, or other persons except those representing the College. Nothing contained in this paragraph shall limit the ability of the

## ARTICLE XII continued

College to give directions, orders or instructions to employees whether in private or public, nor shall this paragraph limit the right of the College to fully investigate, gather facts or conduct hearings, administrative proceedings or litigation. The disposition of a disciplinary charge may be given to any third party complainant or other party whose interest is affected thereby, and a copy of such notification shall be given to the employee in question.

### **B. JOB RESPONSIBILITIES**

Within sixty (60) days from initial appointment each new employee, and within ninety (90) days from the execution of this agreement each current employee shall be given, for informational purposes, a written outline of his/her job responsibilities and the name or names of his/her supervisor(s). It shall be the prerogative of management to change, add to and delete functions and job responsibilities and to change an employee's supervisor. Changes in job outlines and/or supervisors shall not be grievable. All job outlines shall include the statement that the College has the right to assign such other duties and responsibilities as the employee's supervisors may direct and deem appropriate. The College shall also have the right to make temporary assignments as provided in Article IV of this agreement even though the functions temporarily assigned are not in the job outline. The employee's supervisor shall notify the employee in writing of any change in supervisor or any substantial change in the job outline. If the employee fails to receive such notification, his/her sole remedy shall be the right to make written request and receive from his/her supervising cabinet member a written clarification of

## ARTICLE XII continued

his/her job outline and whether or not such changes, if any, might affect his/her job reclassification or supervisor designation, and to grieve the failure of the Vice President/cabinet member to provide such clarification.

### C. COLLEGE PROPERTY AND EQUIPMENT

College property and equipment shall not be removed from the campus by an employee without authorization of his/her supervisor. Each employee shall comply with the procedures, rules, and policies of the College concerning use of College equipment, services and facilities. Employees shall utilize College facilities, equipment, services and personnel only for College-related business.

### D. REPORTING ABSENCES

Each employee shall report as soon as possible to his/her supervisor any inability to report to work.

### E. PERSONAL ACTIVITY

Lawful private personal activity of an employee shall not be of concern to the College unless it affects the ability of the employee to perform his/her employment duties.

### F. SAFETY ON CAMPUS

In the interest of keeping a safe and secure campus, the administration will notify immediately the local police authorities whenever it is aware of a threat to harm an employee or a threat against the life of an employee.

ARTICLE XIII  
GRIEVANCE PROCEDURES

A. PURPOSE AND GENERAL PROCEDURES

1. The purpose of the grievance procedure set forth in this agreement is to secure, at the lowest level possible, equitable solutions to grievances of employees. Nothing contained in this article shall preclude an employee and his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings as informal and confidential as may be appropriate at each level of such procedure.

2. Failure of a grievant to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and the grievance may proceed within the time limit specified to the next step.

4. The time limits set forth may be mutually extended in writing.

5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties. Whenever an employee is scheduled to participate

ARTICLE XIII continued

in a grievance proceeding held during working hours at the request of the College or at the direction of an arbitrator, said employee shall suffer no loss in pay by virtue of such participation.

6. "Days" as referred to in this article shall mean calendar days, including semester recesses, except that holidays established in this agreement shall not be counted. Whenever a time period established in this article ends on a Sunday or holiday recognized in this agreement, the time period shall be extended to the next working day.

7. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her earned rate established in this agreement. All back pay claims shall be limited to the amount of wages the individual would have otherwise earned from his/her regular employment.

8. All conferences and hearings conducted under any grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives, and witnesses. Each witness shall only be present during the course of his/her testimony.

9. There shall be no reprisals against any employee by virtue of participation in any grievance. Implementation of a grievance determination, including the upholding of prior disciplinary action, shall not constitute reprisal.

10. A grievance shall not be considered properly filed and shall not be processed unless the grievant, on the form annexed to this agreement, designates the grievance as either a non-contractual or contractual grievance.

11. All grievances and appeals therefrom shall be filed on the grievance and appeal form which is attached to this agreement and made a part thereof.

ARTICLE XIII continued

B. DEFINITIONS

1. A contractual grievance is an alleged misinterpretation, misapplication or violation of the express terms of this agreement, but shall not include:

(a) Those matters which under the law or terms of this agreement are not grievable; or

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section B2 of this article.

2. A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable. A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the New Jersey Commission on Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or implicitly incorporated in this agreement.

3. The term "grievant" shall mean an employee, a group of employees, or the Federation.

ARTICLE XIII continued

C. GRIEVANCE STEPS

Informal Conference - When an employee feels aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such employee shall discuss the grievance informally with his/her immediate supervisor within fifteen (15) days after the occurrence, or within fifteen (15) days after the grievant should reasonably have known of such occurrence, with the objective of resolving the matter informally. If within fifteen (15) days following the initial informal discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the employee, the grievant may formally submit a Statement of Grievance on the form attached to this agreement under Step I below, to the supervising Vice President or, for the Division of College Advancement and Planning to the Executive Director of College Advancement and Planning.

Step I - Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to his/her supervising Vice President or to the management representative named in the above paragraph, a Statement of Grievance on the form attached to this agreement and made a part hereof. Within twenty (20) days from his receipt of a Step I grievance, the supervising Vice President or other administrator receiving the Grievance, as provided for above, or their designee shall render a written report of the disposition of the grievance to the grievant. During such twenty (20) days, the Vice President or his

### ARTICLE XIII continued

designee may require one informal conference between the individual grievant and his/her supervisor with the object of resolving the grievance informally.

Step II - In the event the Federation is not satisfied with the grievance decision at Step I, the Federation may, within fifteen (15) days after receipt of the Step I disposition, file with the President of the College a written Statement of Appeal on the form attached. The Statement of Appeal shall be accompanied by a copy of the Step I decision. The President or his designee (who shall not be the author of the Step I decision) shall conduct a closed hearing of the grievance appeal. Testimony at the hearing will be recorded by written notes only. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the grievance appeal within thirty (30) days from his receipt of the Statement of Appeal. Copies of the President's decision shall be given to the individual grievant and to the Federation.

Step III - If the Federation is not satisfied with the disposition of the grievance by the President of the College, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance Appeal, the Federation may submit the grievance to arbitration within twenty (20) days after receipt by the Federation of the Step II decision of the President of the College, to the New Jersey Public Employment Relations Commission in accordance with the rules and regulations of such organization. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to add to, alter, amend or modify

### ARTICLE XIII continued

the terms of this agreement, and without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States, and the decisions of the New Jersey Commission on Higher Education. The arbitrator shall not issue any monetary award which shall predate the occurrence of the event which gave rise to the grievance, or the date on which the grievant should reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Federation. In the case of non-contractual and statutory-regulatory grievances, the decision of the arbitrator shall be advisory and shall not be binding on either party. In the case of contractual grievances, the decision of the arbitrator shall be binding on the College, the grievant(s) and the Federation. The costs of the services of the arbitrator, including per diem expenses, and the cost of a hearing room shall be borne equally by the College and the Federation. Any other expenses incurred shall be paid by the party incurring same.

#### **D. ELECTION OF REMEDIES**

1. The filing of a non-contractual or statutory-regulatory grievance with the supervising Vice President shall be deemed an acknowledgement by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B(1) of this article.

2. If the grievant or Federation initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter has been conferred by law, the pending contractual, non-contractual, or statutory-regulatory grievance proceeding shall be stayed until

such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Federation to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

COUNTY COLLEGE OF MORRIS  
STATEMENT OF GRIEVANCE OR APPEAL  
FOR AAPF UNIT PERSONNEL

TYPE

GRIEVANCE: \_\_\_ CONTRACTUAL \_\_\_ NON-CONTRACTUAL \_\_\_ STATUTORY-REGULATORY

DATE \_\_\_\_\_

DATE OF GRIEVANCE \_\_\_\_\_

STEP I \_\_\_\_\_

GRIEVANT(s) (Please identify)

STEP II \_\_\_\_\_

Individual \_\_\_\_\_

Signature

ARBITRATION \_\_\_\_\_

Group \_\_\_\_\_

Signature

Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reference Contract Provision(s)

\_\_\_\_\_

\_\_\_\_\_

Number of Witnesses to be called (approx. number) \_\_\_\_\_

Relief Requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

College Response(s)

Step I \_\_\_\_\_

\_\_\_\_\_

Step II \_\_\_\_\_

\_\_\_\_\_

ARTICLE XIV  
CIVIL/CRIMINAL CLAIMS

A. The College shall provide legal assistance to any employee assaulted while discharging his/her employment duties, providing that there is no allegation that such employee committed an assault or other criminal act. Absences arising out of or from such assault or injury will not be deducted from the employee's sick leave or personal leave for a period up to the maximum compensable time under the New Jersey Worker's Compensation law.

B. In the event criminal or civil proceedings are brought against an employee alleging that he/she has committed an assault in connection with his/her employment, such employee may request the College to furnish legal counsel to defend him/her in such proceeding. If the College does not provide such counsel and the employee prevails in the proceedings, the College shall reimburse the employee for reasonable counsel fees incurred by him/her in his/her own defense.

C. An employee who causes personal injury or property damage during the course of activities not authorized by the College shall be personally liable for damages arising therefrom and shall not be entitled to indemnification by the College.

D. The College shall have the right to suspend, with pay, any employee who is charged in a complaint with an indictable offense, and to suspend without pay an employee indicted for a criminal activity, which suspension shall continue until disposition of such criminal charge. Upon acquittal or dismissal of such charges, the employee shall be entitled to reinstatement, together with retroactive payment for any salary withheld during the period of suspension.

## ARTICLE XV

### ACADEMIC FREEDOM

- A. A professional employee may, without fear of reprisal, communicate information, ideas and opinions necessary and relevant to teaching or educational services which are part of such employee's authorized activities, providing that such employee does not render professional opinions or advice beyond his/her qualifications. A professional employee may not, while rendering teaching or educational services, claim the privilege of communicating or discussing controversial matters which have no relationship to such teaching or educational services. An employee shall not have the right to refuse to communicate with or furnish to his/her supervisor information or College records received or generated while performing employment duties, or to disregard or refuse to comply with the lawful directions of his/her supervisors. Nothing contained in this article shall excuse the performance of assigned employment responsibilities.
- B. No employee shall, without prior authorization from his/her supervisor or other non-bargaining unit administrator, publish or orally present opinions or viewpoints in the name of the College. In making extramural remarks, the employee has the obligation to indicate that he/she is not a spokesperson for the College.

## ARTICLE XVI

### ADDITIONAL EMPLOYMENT

- A. Any employee who is offered an adjunct, part-time teaching position or any other employment at the College additional to his/her full-time position shall enter into a separate contract with the office of the College which sponsors such employment. Such separate contract shall govern the terms and conditions of the additional employment and shall not be grievable under the terms of this agreement.
- B. Employees who perform adjunct, part-time teaching or other additional employment for the College during their regular working hours will make up the time by working an equivalent number of extra hours at their regular duties. Employees will be expected to do preparation for adjunct, part-time teaching outside of their regular hours.
- C. Occasional guest lectures for the College shall, with the consent of the employee's supervisor, be considered part of an employee's regular duties, and both lecture and preparation time will be included as regular work time.

## ARTICLE XVII

### SALARY, SERVICE BONUS AND PROMOTIONAL INCREMENTS

#### A. GRADE AND CLASSIFICATION SCHEDULE

Annexed to this contract as Exhibit B is the grade and classification schedule for job titles in the bargaining unit.

#### B. MINIMUM AND MAXIMUM SALARY GUIDE ADJUSTMENTS

1. For the duration of this agreement, the minimum and maximum salary levels for each grade appear in Exhibit C of this agreement.

2. Proration of Salary Ranges for Annual Contracts Less Than 12-Months--The minimum and maximum salary ranges for employees employed on less than a twelve-month contract shall be prorated according to the following equation:

Number of Months Contracted to Work

12

#### C. SALARY ADJUSTMENTS

##### Salary Adjustment Effective July 1, 2012

Effective July 1, 2012, the annual base salary for each member of the bargaining unit who began employment with the College prior to January 1, 2012, in a full-time capacity, shall be increased by one and one ninety fourth percent (1.94%). If the adjusted annual base salary, including applicable service bonus, exceeds the maximum salary level of the applicable grade, then the annual base salary shall be the maximum salary as set forth in Exhibit C and the employee shall receive the difference between the full amount of the increase prescribed in this

paragraph and the amount to the maximum of the range in the form of a one time lump sum payment, payable during the month of January, 2013. Those employees who commenced full-time employment after December 31, 2011 shall continue at their current annual base salary without any increase through June 30, 2013.

#### Salary Adjustment Effective July 1, 2013

Effective July 1, 2013, the annual base salary for each member of the bargaining unit who began employment with the College prior to January 1, 2013, in a full-time capacity, shall be increased by one and one-fourth percent (1.44%) . If the adjusted annual base salary, including applicable service bonus, exceeds the maximum salary level of the applicable grade, then the annual base salary shall be the maximum salary as set forth in Exhibit C and the employee shall receive the difference between the full amount of the increase prescribed in this paragraph and the amount to the maximum of the range in the form of a one time lump sum payment, payable during the month of January, 2014. Those employees who commenced full-time employment after December 31, 2012 shall continue at their current annual base salary without any increase through June 30, 2014.

#### Salary Adjustment Effective July 1, 2014

Effective July 1, 2014, the annual base salary for each member of the bargaining unit who began employment with the College prior to January 1, 2014, in a full-time capacity, shall be increased by one and one-fourth percent (1.44%) . If the adjusted annual base salary, including applicable service bonus, exceeds the maximum salary level of the applicable grade, then the annual base salary shall be the maximum salary as set forth in Exhibit C and the

employee shall receive the difference between the full amount of the increase prescribed in this paragraph and the amount to the maximum of the range in the form of a one time lump sum payment, payable during the month of January, 2015. Those employees who commenced full-time employment after December 31, 2013 shall continue at their current annual base salary without any increase through June 30, 2015.

#### D. SERVICE BONUS

Members of the bargaining unit who are employed as of the date of ratification of this agreement by the Federation, and who earn a Service Bonus as indicated in the chart below by completing continuous full-time employment with the College on or before June 30 of the current fiscal year, shall have the Service Bonus added to their base salary on July 1 of the fiscal year. The Service Bonus will be added after any other base salary changes have been made.

<u>Years of Service Completed</u>	<u>Service Bonus</u>
Five (5) years but less than ten (10) years	\$ 350
Ten (10) years but less than fifteen (15) years	\$ 650
Fifteen (15) years but less then twenty (20) years	\$ 950
Twenty (20) years or more	\$ 1,000

E. PROMOTIONAL INCREMENTS

Those members of the bargaining unit who are promoted to a job title that is one salary grade higher than the job title previously held shall be entitled to the minimum salary of the new salary range applicable to the employee or to his/her previous salary plus an increment of \$2,200, whichever is greater. Those members of the bargaining unit who are promoted to a job title that is more than one salary grade higher than the job title previously held shall be entitled to the minimum salary of the new salary range applicable to the employee or to his/her previous salary plus an increment of \$3,000, whichever is greater. At management's sole discretion; it may extend an offer for a promotional increment greater than the amount provided above within the framework of the position's salary structure. The decision to offer a greater amount, or not to offer a greater amount, shall not be grievable.

In the event that a promotion occurs on or after July 1 of the current contract year, the annual salary determined according to paragraph C above (if the employee is eligible for it) shall be computed on the basis of the salary for the previous contract year without taking the promotion into account. Such employee shall then receive the appropriate promotional increment as defined above. A transfer from employment outside the bargaining unit to a job title within the Federation shall not be deemed a promotion for purposes of this subparagraph.

F. PAYMENT OF SALARY

Salary for the contract term shall be paid to each employee biweekly during the calendar year. Salary payments shall not be advanced. Those on paid leave shall be paid in accordance with the regular College pay schedule. The College reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such

services performed by outside contractors. The College shall incur no liability to any employee for the delay in the distribution of salary checks due to causes beyond the control of the College.

## ARTICLE XVIII

### COMPENSATORY TIME AND OVERTIME

#### A. REGULAR WORKWEEK

For the annual salaries established in this agreement, the regular workweek of each employee in the Federation bargaining unit shall consist of thirty-five (35) hours, except that for such annual salaries the regular workweek of the following job titles shall consist of forty (40) hours:

- 1) Manager, Systems and Maintenance
- 2) Supervisor, Custodial Services (Evening Shift)
- 3) Coordinator, Environmental Health and Safety
- 4) Lieutenant
- 5) Supervisor, Grounds and Custodial Services
- 6) Supervisor, Printing
- 7) Assistant Director of Public Safety
- 8) Supervisor, Media Services/Facilities
- 9) Aquatic Supervisor, Aquatics
- 10) Supervisor, Receiving and Distribution

The defined regular workweek shall be exclusive of meal periods. The College administration, excluding bargaining unit members, shall have the right to schedule and require services of employees beyond the regular workweek, provided the employee receives compensatory time, premium payment or overtime payment as provided in this article. Attendance at commencement exercises shall be without credit for compensatory time, overtime or premium payment except for those scheduled to perform their normal work functions.

## B. SCHEDULING OF WORK HOURS

The administrative and professional responsibilities of employees in this bargaining unit are such that the scheduling of their services by the College must be flexible in order to accommodate the varying needs of the College. Accordingly, non-bargaining unit supervisors of such employee shall have the right to schedule regular hours of employment of a unit member during the day or evening, with a two weeks notice, except in cases of emergency. Such scheduling shall be no more than five (5) days from Monday through Saturday, except that no unit member may be regularly scheduled to work more than two (2) evenings each week without the consent of such employee. For purposes of this paragraph, evening employment is defined as time worked after 6:30 p.m. Nothing contained in this paragraph shall limit the employer's right to require the occasional scheduling on Sundays or evening assignments on more than two (2) evenings per week. The limitations in this paragraph on scheduling of employment on Sundays and more than two (2) evenings per week shall not apply to the Supervisor, Custodial Services (Evening Shift), Facilities Manager, Theater Technician, Coordinator of Special Events, Assistant to Athletic Director/Trainer, or Planetarium Astronomer who may be scheduled without limitation on Sundays and evenings. The limitations in this paragraph on scheduling of employment on more than two (2) evenings per week shall not apply to the Assistant Director of Public Safety and the Help Desk Specialist, who may be scheduled without limitations on evenings.

## C. MEAL PERIODS AND ALLOWANCES

Each thirty-five (35) hour employee shall be assigned one (1) unpaid meal period by his/her immediate supervisor during each seven (7) consecutively scheduled hours of work. Each forty (40) hour employee shall be assigned one (1) unpaid meal period by his/her

immediate supervisor during each eight (8) consecutively scheduled hours of work. A second meal period shall be assigned by the immediate supervisor after an employee's regular shift has been extended by a minimum of three hours. Meal periods shall not be considered a break in service. Such meal periods shall not be less than one-half (1/2) hour nor more than one (1) hour in the discretion of the supervisor, except for additional time when College cafeterias are closed. Whenever an employee is required by his/her supervisor to defer a meal period to a time when the College cafeterias are closed, such employee, without reducing his/her regular workweek, shall be given an additional one-half (1/2) hour to obtain a meal off campus. An employee who is entitled under this paragraph to a second meal period in a work day shall be paid ten dollars and fifty cents (\$10.50) as a meal allowance for the second meal only.

#### D. COMPENSATORY TIME

Employees whose regular workweek is thirty-five (35) hours shall, in lieu of additional compensation, earn one (1) hour of compensatory time for each hour actually worked per week in excess of thirty-five (35), and one and one-half (1-1/2) hours of compensatory time for each hour worked per week in excess of forty-five (45). All additional work assignments in excess of thirty-five (35) hours must be authorized by the employee's supervisor, and any such additional work assignment which is likely to exceed the regular workweek of such employee by more than one (1) hour must be authorized in advance by such employee's supervisor. If an employee undertakes an additional work assignment after being directed not to do so by his/her supervisor, the employee shall not receive credit for such additional work assignment.

#### E. OVERTIME

Employees whose regular workweek is forty (40) hours shall be entitled to overtime compensation at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) hours in a payroll week, except as limited by section F of this article. Payment for overtime shall be made by the end of the second payroll period following the date on which the overtime was worked. All additional overtime work in excess of forty (40) hours must be approved by the employee's supervisor, and any such additional overtime work which is likely to exceed the regular workweek of such employee by more than one (1) hour must be authorized in advance by such employee's supervisor. If an employee undertakes overtime work after being directed not to do so by his/her supervisor, the employee shall not receive credit for such overtime work.

#### F. EXCLUSIONS OF CERTAIN LEAVE TIME

All hours for which compensation is paid shall be counted for overtime pay entitlement for 40-hour employees, except sick leave, personal and compensatory time, and Federation business. All hours for which compensation is paid shall be counted for the first ten (10) hours of compensatory time entitlement for 35-hour employees. However, for purposes of computing the 45-hour threshold for entitlement of 35-hour employees to the "time and a half" comp-time rate, leave time for Federation business, personal and compensatory time requested by the employee less than two weeks in advance, shall not be counted for purposes of computing compensatory time and overtime pay.

**G. CALL IN AND CALL BACK TIME**

If an employee is called in to work on any day which such employee is regularly scheduled to be off, or is called in to work before his/her regularly scheduled work day, or after having completed his/her regularly scheduled work day and having left the premises, such employee shall receive credit for having worked a minimum of four (4) hours. The provisions of this paragraph shall not apply to pre or post shift hours which are contiguous to the work day, meaning less than a one-half (1/2) hour break between the commencement or termination of the employee's regularly scheduled duties and the call in duty.

**H. PREMIUM PAY**

Premium pay as used in this article means compensation at the rate of two times the employee's regular hourly rate of pay. At the employee's option, two hours of compensatory time leave may be granted for each hour worked in lieu of premium pay. Employees whose regular workweek does not include Sunday shall be eligible for premium pay for hours actually worked on Sunday after 12:00 a.m., provided that such employee during that workweek has actually worked the minimum regular workweek as defined in this article. If an employee works the minimum regular workweek set forth in this article, such employee shall be entitled to premium pay for each hour worked on the Sunday falling within such workweek. The provisions of this paragraph shall not apply to the Facilities Manager, Theater Technician, Assistant to Athletic Director/Trainer, and Coordinator of Special Events. Compensatory leave time, vacation, personal leave which are not requested by the employee at least two weeks in advance and leave for Federation business shall not be counted for purposes of determining the minimum regular workweek under this paragraph. However, College-recognized holidays and time off when College operations are cancelled shall be counted towards the minimum regular workweek

under this paragraph. Employees shall be entitled to premium pay for hours actually worked during days when the College has both cancelled classes and generally excused employees because of an occurrence which lawfully necessitates cancellation of College operations, and for hours an employee is required to work on a holiday to which such employee is entitled under Article XXIII of this agreement.

#### I. COMPUTATION OF HOURLY RATE

The hourly rate of pay for employees shall be computed annually by the Accounting Department by taking the total number of week days (defined as Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays) occurring in the contract year, and multiplying that number by seven (7) for thirty-five (35) hour employees and by eight (8) for forty (40) hour employees. The resulting numbers of annual work hours shall be used as the divisors by which employees' annual base salaries shall be divided to compute their hourly rates of pay.

#### J. SCHEDULING OF COMPENSATORY TIME

An employee shall be entitled to a leave with pay to the extent of earned compensatory time. The request of an employee to schedule compensatory time leave must receive the prior approval of a supervisor not in the bargaining unit to assure that the scheduling of compensatory time leave will not occur during a critical time period or otherwise disrupt essential services. In the absence of a request from the employee to utilize accumulated compensatory time, a supervisor not in the bargaining unit shall have the right to require the employee to schedule a compensatory time leave during a period designated by the supervisor.

ARTICLE XVIII continued

K. ACCUMULATION AND PAYMENT FOR UNUSED COMPENSATORY TIME

1. On or before June 30, an employee may advise the Human Resources Department in writing, with a copy to the employee's supervisor, of the employee's election to carry over accumulated compensatory time up to a maximum of thirty-five (35) hours for 35 hour employees, or forty (40) hours for 40 hour employees, beyond June 30 cutoff date. With the written authorization of the employee's immediate supervisor, on or before June 30 of each fiscal year, employees may further advise the Human Resources Department in writing that the employee shall utilize accumulated compensatory time in excess of the thirty-five hours maximum carry-over during the following July or August. Any compensatory time not designated for either carryover beyond June 30 (up to 35 hours) or authorized by the immediate supervisor to be utilized during July or August, shall be paid out on or before August 31 at the employee's straight time hourly rate as of the previous June 30 and not at the hourly rate on the date of payment.

2. On termination of employment, payment shall be made for accumulated unused compensatory time at the straight time hourly rate as of the date of termination, except that there shall be no entitlement to payment for unused compensatory time where an employee elects to terminate his/her employment and fails to provide the termination notice as required in Article XXIV (subparagraph G) of this agreement.

L. RECORDING AND COMPUTATION OF TIME WORKED

All employees in the bargaining unit shall be required to record in writing and accurately account for time worked on time records furnished by the College, which time records must be

ARTICLE XVIII continued

submitted to and approved by the employee's supervisor prior to submission to the College Payroll Department. The form used in recording time for all employees in the bargaining unit shall be the same. In making any computation of time worked under the provisions of this article, the following rules shall apply:

- 1) Zero (0) to fifteen (15) minutes - zero (0) minutes
- 2) Sixteen (16) to thirty (30) minutes - thirty (30) minutes
- 3) Thirty-one (31) to sixty (60) minutes - sixty (60) minutes

M. DEFINITION OF "WORKWEEK"

The term workweek, wherever used in this article, shall mean a payroll week.

N. RESTORATION OF LEAVE TIME TAKEN DURING COLLEGE EMERGENCY CLOSING

When an employee has had one pre-approved compensatory leave, personal leave, or vacation leave day (seven or eight hours) scheduled as a single day off with pay (there is no other paid leave scheduled the work day immediately preceding or following) and an emergency closing of the College occurs, the employee's leave time balance will be restored. The amount of leave time restored shall be limited to the amount of time that the emergency closing coincides with the employee's work schedule and shall be restored in increments of one hour. Leave time will only be restored if the emergency closing encompasses at least fifty percent (50%) of the daily hours that the employee would have normally worked.

## ARTICLE XIX

### FEDERATION RIGHTS AND RESPONSIBILITIES

#### A. FEDERATION BUSINESS

The Federation shall be permitted to transact Federation business on campus, provided that it shall in no way interfere with the College operations or the scheduled duties and/or work hours of employees. Officers and employees of Federation affiliates shall have access to the campus to assist the Federation at its request. The Federation shall be entitled to use appropriate space on campus designated by the College, provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties or working hours of employees.

#### B. BULLETIN BOARD

The College shall install one bulletin board approximately three feet square in a permanent location. The Federation will be advised of the proposed locations of such bulletin board as designated by the Vice President for Business and Finance. If the Federation declines any or all of such proposed location, the College shall be under no obligation to install the bulletin boards declined by the Federation. Such bulletin boards shall be used solely for posting notices and other materials relating to Federation activities. The Federation shall reimburse the College for the cost and installation charges

of each such bulletin board. All materials posted shall relate to official business of the Federation and shall be signed by an appropriate official of the Federation. The President of the Federation shall advise the Vice President for Business & Finance in writing of the name of the person who is responsible during the term of the agreement for the content and utilization of the Federation bulletin boards.

#### C. PARTICIPATION IN MEETINGS

Whenever any employee in the bargaining unit is mutually scheduled to participate during working hours in grievance proceedings, negotiations or meetings of the College Standing Committees or the joint committee established in this agreement, or meetings scheduled by the President of the College, the employee shall suffer no loss of pay, and shall not be charged with leave time.

#### D. USE OF COLLEGE EQUIPMENT

The Federation shall have the right, with the permission of the Vice President for Business & Finance or his/her designee, to use on campus College typewriters, photocopy machines, calculating machines and audiovisual equipment, at reasonable times when such equipment is not otherwise required for College operation. Permission will be granted for the use of such equipment, provided a person trained and experienced in the use and operation of such equipment is in attendance. The Federation shall provide all materials and supplies incidental to such use. Access to photocopy equipment shall require use of a counter device and the Federation agrees to pay five cents per copy made on College photocopying equipment. The Federation shall be responsible for any damage resulting from misuse or abuse of such equipment by the Federation.

E.      FEDERATION LEAVE

The Federation President may take up to four (4) days leave with pay during each contract year to devote to Federation business or he/she may transfer any portion of such four-day leave to one other unit member designated each year by the Federation President. If, pursuant to statute, either the Federation President or the person designated to share the leave under this paragraph attend any conference or meeting of a labor organization, the time spent to attend such convention or meeting shall reduce the leave otherwise available under this paragraph. Leave under this paragraph shall not be taken in less than one-half day units and shall be in addition to personal leave granted in this agreement.

F.      MAIL AND TELEPHONE SERVICES

1.      The Federation may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is Federation business.
2.      The College will provide the Federation with a file cabinet and an internal phone with access to New Jersey area codes. The Federation shall be responsible for payment of all toll calls.

## ARTICLE XIX continued

### G. STANDING COMMITTEES

The President of the College shall appoint from a list of nominees provided by the Federation on or before September 15, a representative of the Federation as a voting member of each standing committee of the President's College Council except for the Accreditation Committee. The list of nominees shall contain no fewer names than twice the number of standing committees. The Federation shall also have the right to have one observer present at meetings of the President's College Council and at meetings of the Professional Administrative Personnel Sabbatical Leave Committee, but such observer shall not participate. At least one of the members of the Accreditation Committee appointed by the President of the College shall be from a list of five nominees submitted by the Federation on or before September 15; however, such appointee shall not be deemed a Federation representative. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Federation representatives shall serve at the pleasure of the President of the College, and the President's acts of appointment and replacement in this regard shall not be subject to grievance procedures.

### H. BOARD MINUTES

Within a reasonable time after minutes of all public meetings of the Board of Trustees have been approved, one copy of such minutes shall be forwarded to the President of the Federation.

ARTICLE XIX continued

I. EMPLOYMENT CONTRACTS

Any employment contract between the Board and any employee shall be consistent with the terms and conditions of this agreement.

J. COPIES OF THIS AGREEMENT

The College, at its expense, shall print a sufficient number of copies of this agreement so that each employee in the bargaining unit may be provided with one copy, and twenty additional copies shall be provided to the Federation. The Federation shall be responsible for acquainting its members and those other employees it represents with the provisions of this agreement and shall, insofar as possible, be responsible for adherence to the provisions of this agreement by its members during the life of this agreement.

ARTICLE XX

RETIREMENT

- A. Eligibility and enrollment in public employee retirement plans is governed by the New Jersey Division of Pensions. The College shall continue funding such programs in accordance with New Jersey law and the regulations of the Division of Pensions.
- B. Where such laws or regulations provide employees with options to transfer, the College will process such applications for transfer as the employee may elect.
- C. All new employees must be enrolled in either the Alternate Benefit Program or the Public Employees Retirement System consistent with the aforesaid laws and regulations.
- D. If the College is advised by the Division of Pensions of changes in enrollment eligibility, the College shall so advise the Federation within thirty (30) calendar days.
- E. Retired employees who served the College for twenty-five (25) years or longer shall be permitted to use the College library facilities, recreational facilities and employee parking facilities. Upon request, these employees will be provided a parking sticker.

## ARTICLE XXI

### CLAIMS TO TENURE

Rights of tenure, if any, shall be governed by the laws of the State of New Jersey, the regulations of the Commission on Higher Education and the Courts of the State of New Jersey. Nothing in this agreement shall abrogate claims to tenure by those employees holding a concurrent academic rank, nor shall any provision of this agreement be deemed or interpreted to recognize a claim to tenure or to confer tenure.

## ARTICLE XXII

### PROFESSIONAL DEVELOPMENT & PROFESSIONAL RECOGNITION AWARD

A. An employee may make written request to his/her supervisor for approval to alter his/her regular employment schedule to attend a course of academic study at the expense of the employee. The Vice President or his/her designee, in his/her absolute discretion, may approve such request in writing, providing the Vice President or his/her designee is satisfied that:

1. Such activity will not impair the operation of the College or the employment responsibility of the employee; and
2. The employee has agreed to make up during specified times any release time so granted; and
3. The activity will improve the job performance or qualifications of the employee in the area of his/her employment at the College.

B. Whenever an employee either seeks permission or is required to attend a course of academic study, a seminar, participate in activities of professional development, attend a conference, College night, or professional association meetings, he/she must obtain prior written approval from the supervising Vice President or his/her designee of projected daily expenditures for travel, food or lodging.

C. If the supervising Vice President or his/her designee approves in writing a request that an employee engage in a course of academic study, a seminar, or participate in activities of professional development which the Vice President or his/her designee is satisfied will enhance such individual's job performance, the employee's regular salary will be continued during the

ARTICLE XXII continued

days devoted to such activity, but the employee shall not be entitled to overtime, additional compensation or compensatory time for such activity. Within sixty (60) days after submission of an itemized voucher, the College shall reimburse the employee for:

1. Tuition or other enrollment charge; and
2. The cost of course materials; and
3. Travel, food, or lodging expenses not exceeding the projected expenditures given prior approval by the supervising vice president or his/her designee.

D. If the supervising Vice President or his/her designee deems it requisite to an employee's satisfactory job performance or continued employment, that such employee attend a seminar, conference, College night or other similar professional meeting, the employee shall be required to so attend as part of his/her regular job responsibility, providing the College agrees to pay the tuition or enrollment charge and the projected daily expenditures for travel, food and lodging as submitted by the employee in advance pursuant to paragraph B of this article.

E. TUITION WAIVER

The College shall waive tuition charges for employees covered by this agreement and their spouses who meet the College's admissions standards for a combined total of no more than eighteen (18) credits and four (4) noncredit courses per fiscal year, provided that there are sufficient paid enrollments to justify offering the courses and that the courses are not provided by an agency under contract to the College, in which case tuition cannot be waived. Dependent children and stepchildren up to age 26 of employees covered by this agreement shall be permitted to enroll on a tuition-free basis for a maximum of thirty (30) credits and four (4)

noncredit\_courses per fiscal year, provided they meet the College's admissions standards and provided that there are sufficient paid enrollments to justify offering the course and that the courses are not offered by an agency under contract to the College, in which case tuition cannot be waived. Other fees and charges incidental to the courses enrolled shall be paid by the employee or registrant. The College reserves the right to conduct occasional audits to verify dependency.

Employees who voluntarily resign their position with the College during a semester in which they have received approval of a tuition waiver under the provisions of this article for either themselves or their spouse or eligible children or step children, must reimburse the College on a prorated basis for the cost of this tuition for the period of the semester after their employment has terminated.

#### F. TUITION REIMBURSEMENT

1. Within the fund limitations set forth in this subparagraph the College agrees to reimburse employees covered by this agreement for tuition costs of courses taken at an accredited institution of higher education, which have been approved in advance by their division Vice President. The Vice President must be satisfied that the proposed academic course is relevant to the employee's responsibilities at the College and will not interfere with the performance of the individual's employment responsibilities. Such tuition reimbursement will be limited to nine (9) academic credits per fiscal year at the applicable instate per credit tuition rate of Rutgers, the State University. The total fund available for each contract year for tuition reimbursement to bargaining unit members shall be limited to \$19,000 each fiscal year. Any unexpended portion

ARTICLE XXII continued

of the fund at the end of the fiscal year shall not be carried forward to the following fiscal year.

2. In order to be eligible for payment of tuition reimbursement for courses previously approved by the Vice President and submitted to Human Resources prior to the commencement of the course, the employee must present, no later than June 30, an itemized claim to the Director of Human Resources together with an official transcript or other official written confirmation verifying that the course has been satisfactorily completed. Failure to present the claim and official transcript or other official written confirmation before June 30 shall exclude the employee from eligibility for tuition reimbursement even though prior approval was obtained from the Vice President. If the total eligible claims received by June 30 exceed the applicable fund specified in subparagraph 1 of this provision, the actual amount of reimbursement per eligible credit hour shall be determined by dividing the number of eligible credits (subject to the 9 credit limitation) into the total fund set aside for tuition reimbursement. The resulting per credit amount shall be no more than the applicable instate per credit tuition rate of Rutgers, the State University. Reimbursement payments shall be made to eligible employees on or before August 15.

Recipients of tuition reimbursement taken towards a degree, upon application for tuition reimbursement, shall signify their obligation to remain in the service of the College for a period of not less than one full year following attainment of a degree funded through the Tuition Reimbursement Program. Employees who choose to leave the College prior to completing one year of service following the end of the last semester for which tuition reimbursement was provided (commitment commencement date) shall be obligated to repay 100% of the tuition

reimbursement received during the year preceding the commitment commencement date. The College will withhold payment for any eligible leave for resigning employees who fail to fulfill the repayment obligation.

#### G. ADVANCED EDUCATIONAL DEGREE

1. Employees who attain an academic degree requiring at least 30 credit hours of study from an accredited institution of higher education beyond the educational credentials required for their respective positions shall be entitled to a salary increment of \$2,000, once official paperwork is received by the College. This increment shall become part of the employee's base salary. If an award results in a base salary which is greater than the appropriate maximum salary, the employee's base salary shall be adjusted to the maximum salary allowable under Exhibit C of this agreement and the employee shall receive the difference between the \$2,000 award and the base salary increase in the form of a one time only lump sum payment. All degree programs must be approved in advance by the employee's supervisor and vice president to determine whether the program exceeds the minimal qualifications necessary for the employee's position.

2. If an employee is promoted into a position contingent on acquiring an additional degree of at least 30 credit hours, he/she shall be eligible for the salary increment of \$2,000 consistent with Section G.1 of this article.

## H. PROFESSIONAL RECOGNITION AWARD

### 1. Eligibility to Apply

In any contract year, an employee in the bargaining unit who satisfies all of the following criteria, shall be eligible to apply for a professional recognition award if:

- a. As of July 1 following the application date, the employee shall have completed at least five years of continuous full-time employment at the College, or at least five years of continuous part-time employment at the College of thirty or more hours per week.
- b. As of July 1 following the application date, the employee shall not have received an increase in salary grade during the preceding contract year.
- c. The employee's form of Application for Professional Recognition Award (Exhibit D) is endorsed as "recommended" by the employee's immediate supervisor.
- d. The employee shall not have received a professional recognition award within the past three contract years.

### 2. Standards for Recommendation and Grant of Professional Recognition Award.

Applicants recommended to the Board of Trustees for grant of professional recognition awards must demonstrate either;

- a. Consistently outstanding job performance for which the applicant has received special commendation and recognition from his or her immediate supervisor and/or other college administrator, clearly establishing that the applicant's job performance and promise are at a level above that of other employees receiving superlative performance evaluations; or
- b. Instances of superlative and unusual creativity, project achievements or initiatives which have uniquely and significantly benefited the College.

3. Application Submission

a. No later than April 1, an employee who wishes to be considered for a professional recognition award shall submit to his or her immediate supervisor, a written application on the form located in Exhibit D. The application shall include a statement demonstrating how the applicant believes he or she satisfies the Standards in subsection 2 for recommendation and grant of professional recognition award. The applicant shall append to the application any relevant documentation that the applicant wishes to submit in support of the application.

b. No later than April 15, the applicant's immediate supervisor shall endorse the application as either "recommended" or "not recommended," and shall forward the application to the Human Resources Administrator.

c. The Human Resources Administrator shall verify satisfaction of the eligibility criteria in subsection 1 for submission of an application for professional recognition award. No later than April 30, the Human Resources Administrator shall forward all eligible applications to the Professional Recognition Award Review Committee together with all supporting documents and copies of all evaluation documents which have been included in the employee's personnel file during the current and prior two contract years.

ARTICLE XXII continued

4. Review Procedure

a. The Professional Recognition Award Review Committee shall be comprised of six members as follows:

(i) Three employees of the College who are not in the Federation bargaining unit. The President of the College shall annually appoint the three non-federation members of the Committee.

(ii) Three employees in the Federation bargaining unit, one from the Division of Academic Affairs, one from either the Division of Business and Finance or the Office of the President, and one from either the Division of Student Development and Enrollment Management or the Division of Advancement and Planning. The three Federation members of the Committee shall be annually elected by secret ballot vote of all members of the Federation bargaining unit held after April 1 and prior to April 15 each year. No Federation member of the Committee may serve for more than one term successively. No employee may serve in the Professional Recognition Award Review Committee during the same year that he or she has submitted an application for a professional recognition award.

b. The Professional Recognition Award Review Committee shall meet together and review the eligible applications forwarded by the Human Resources Administrator. As part of its review, the Committee may request from an immediate supervisor, applicant or other relevant person, additional information in writing or through personal appearances before

ARTICLE XXII continued

the Committee, relating to the merits of a particular application. All deliberations of the Committee shall be kept confidential unless disclosure is directed by a judicial authority or is necessary for the College or the Federation to defend a claim arising under this article. The Professional Recognition Award Review Committee shall conduct a secret majority vote to recommend not more than four applicants to the Divisional Review Committee, and the Professional Recognition Committee shall rank all recommended applicants in order of preference (applicants may not be ranked equally). These recommendations must be forwarded to the Divisional Review Committee no later than May 15.

c. The Divisional Review Committee shall be comprised of the heads of the four College Divisions: Business and Finance, Academic Affairs, Student Development and Enrollment Management and College Advancement and Planning. The Divisional Review Committee shall meet together and review the applications recommended by the Professional Recognition Award Review Committee. No later than June 1, the Divisional Review Committee shall jointly determine and forward to the President of the College a list of those applicants recommended for professional recognition award together with all materials relevant to the applications recommended.

d. The President of the College shall review all those applications recommended by either the Divisional Review and/or the Professional Recognition Award Review Committees. No later than June 10, the President may recommend to the Board of

ARTICLE XXII continued

Trustees no more than four (4) applicants for grant of professional recognition awards, together with all materials relevant to the applications recommended by the President. The President of the College shall retain the discretion to reject any professional recognition award application or prior ranking of recommended applications which in his judgment does not satisfy the intent or standards set forth in this Section H.

5. Professional Recognition Award

On or before June 30, the Board of Trustees shall consider and determine whether to grant professional recognition awards to any of the applicants recommended by the President. The College shall not be obligated to grant any number of professional recognition awards in a given contract year and in no event will the College grant more than four (4) professional recognition awards in a given contract year. Professional recognition awards shall consist of \$2,000. Professional recognition awards shall be added to the employee's base salary in the contract year following the filing of the application, only to the extent that the base salary after adjustment for the professional recognition award and all other applicable increments and increases, does not exceed the applicable maximum salary of the grade of the employee's job title as specified in Exhibits B and C of this Agreement. If the addition of the professional recognition award results in a base salary which is greater than the appropriate maximum salary, the employee's base salary shall be adjusted to the maximum salary allowable under Exhibit B or C of this Agreement and the employee shall receive the remainder of the \$2,000 professional recognition award as a one time only lump sum award payment.

ARTICLE XXII continued

6. Notification of Application Disposition

All applicants shall be advised of the disposition of their professional recognition award application and, when requested by the applicant, the step in review process that their application was denied. Applicants shall be able to withdraw their application at any time during the process. Should an applicant who is recommended to a succeeding level of review withdraw his or her application, it shall not be replaced by another recommended candidate.

7. Grievability Limitation

Decisions of immediate supervisors, the Professional Recognition Award Review Committee, the Divisional Review Committee, the College President, and the Board of Trustees, to rank, recommend or grant, or not recommend or grant professional recognition awards shall be non-grievable. Any applicant or the Federation may grieve an alleged violation of the procedural rights established in this Section H except that the sole remedy and authority of any arbitrator shall be to remand the application to the level of the review process at which a material procedural infirmity is found to have occurred.

## ARTICLE XXIII

### HOLIDAYS

A. The following days shall be paid holidays for employees in the bargaining unit:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Good Friday
4. Memorial Day (fourth Monday of May)
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Friday following Thanksgiving
9. Christmas Day
10. All weekdays (defined as Monday, Tuesday, Wednesday, Thursday, and Friday) between Christmas Day and New Year's Day

B. In the event that one of the above holidays listed in A, above, falls on a Saturday, it shall be celebrated on Friday, or in the event it falls on a Sunday, it shall be celebrated on Monday.

C. If the College calendar indicates that classes are to be held on any day which under paragraphs A or B, above, is recognized as a paid holiday, the College shall have the right to require employees to report for work on that day, provided that all employees are granted an equivalent number of floating holidays during the same contract year.

D. In addition to the holidays provided for above, after six months of employment full-time employees shall be entitled to two (2) additional floating holidays each contract year. Floating holidays may be scheduled each contract year with the approval of the supervisor so as not to affect necessary College operations. Employees not taking such floating holidays for reasons

ARTICLE XXIII continued

other than inability to have their supervisor designate an approved date, shall not be entitled to accumulate such days after June 30 of each fiscal year, nor to compensation for unused floating holidays on termination of employment.

## ARTICLE XXIV

### VACATION

- A. Full-time employees employed on more than a ten-month work-year contract and any other full-time employee covered by this agreement prior to vacation benefits. To be eligible for vacation benefits, full-time employees employed on more than a ten-month contract and any other full-time employee covered by this agreement, must be employed by the College (actually working or on a paid leave not exceeding six months) for fifteen (15) calendar days in any month to earn credit for that month.
- B. Employees entitled to vacation benefits shall begin earning vacation benefits upon employment at the rate of 1.8 days per month (22 days per fiscal year).
- C. Upon the completion of ten (10) years of service to the College, employees entitled to vacation benefits shall begin earning vacation benefits at the rate of two (2) days per month (24 days per fiscal year).
- D. Vacation leave may be utilized after the initial six (6) months of employment. An employee may utilize vacation leave as it is earned, or may accrue vacation leave for use at a later time, except that no accrued vacation leave balance in excess of forty-four (44) days may be carried forward beyond June 30 of any year. The right to utilize or to receive payment for any unused vacation leave balance in excess of forty-four (44) days shall be deemed forfeited by the employee after June 30 of any year, except as follows. An employee whose timely request, as described in Section F. of this Article, to utilize such excess balance prior to June 30 has been denied, the employee shall be paid for such balance in excess of forty-four (44) days at his/her

effective rate of pay for the expiring fiscal year. Payment in lieu of unused vacation, and the right to carryover vacation days are subject to statutory limitations.

E. When a holiday designated on the College calendar or subsequently declared by the College falls on any day of the week during which an employee is on vacation, the employee will receive an additional day at a time mutually acceptable to the employee and his/her immediate supervisor.

F. Requests for scheduling of vacations of periods longer than two (2) working days shall be made at least thirty (30) days in advance to the supervising Cabinet member or his/her designee. This requirement may be shortened or waived at the discretion of the supervising Cabinet member or his/her designee. Prior approval for the scheduling of vacation time must be obtained from the supervising Cabinet member or his/her designee, after due consideration of the needs and efficient operation of the College. Vacations may not be scheduled in units of less than one-half (1/2) hour.

G. Upon termination of employment after the initial six (6) months of employment, an employee shall be paid for all unused vacation accrued prior to the last day worked, up to forty-four (44) days, at the salary rate of the last day of employment, provided that the employee has given fifteen (15) working days prior notice of termination. The College may waive or shorten this period of prior notice at the discretion of the employee's supervising Cabinet member or his/her designee. Payment in lieu of unused vacation is subject to statutory limitations.

ARTICLE XXV  
FRINGE BENEFITS

A. TRAVEL EXPENSE

Whenever an employee has received approval to use his/her own automobile for approved College-related business, he/she shall be compensated at the rate of reimbursement established by the IRS and approved by the Board of Trustees but not less than \$.36 per mile for the most direct route of such travel. Tolls and any out-of-pocket expenses during such travel shall be reimbursed when supported by receipts.

B. M.C.I.R.A.

The Board shall contribute the amount necessary to cover fully the expense of membership in the Morris County Industrial Recreation Association.

C. BOOKSTORE DISCOUNT

Employees shall be able to purchase, for their own use, merchandise and/or copy of a book at the College Bookstore at a 15 percent discount on all non-sale items provided a 15 percent markup exists, and provided the total purchase exceeds five dollars (\$5.00).

Family members who qualify for Tuition Waiver (Article XXII E) are also eligible for the discount when the family member presents documentation confirming enrollment in a CCM course (courses) at the time of purchase.

ARTICLE XXVI  
LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. New employees shall earn personal leave at the rate of one day for each three months of completed employment up to a maximum of three (3) days. After completion of one year of employment, each employee in the bargaining unit shall be allowed three (3) days of personal leave per contract year with full pay.

2. Personal leave is defined as leave for the purpose of attending to an urgent personal responsibility which cannot be scheduled during non-working hours or for purposes of observing religious holidays. Five days advance notice of intended use of personal leave should be given whenever possible. Denial of payment for personal leave shall not be grievable under Article XIII of this agreement. Unused personal leave shall not accumulate after the expiration of the contract year, nor shall unused personal leave be compensated upon termination of employment or retirement.

B. OTHER ABSENCE

1. When an employee is absent from employment, either voluntarily or under subpoena, to participate as a litigant or witness in any proceeding, judicial or otherwise, in which the employee or the Federation is an interested party, and the College is an interested party, such absence shall not be allowed as a personal leave.

## ARTICLE XXVI continued

Notwithstanding the foregoing, an employee will suffer no loss of compensation when testifying under subpoena issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, provided such third party is not an employee of the College or a bargaining representative of an employee of the College.

2. Whenever a bargaining unit member requests to work in a volunteer capacity at a College function, after obtaining approval from his/her supervisor, time spent performing volunteer activities during normal work hours shall be considered excused work time and paid at the normal rate of pay. Time spent in a volunteer capacity during non-work hours shall not be compensated.

### C. SICK LEAVE

#### 1. Entitlement

An employee shall be allowed sick leave, as limited below, when during a regularly scheduled work day for such employee, he/she is unable to perform his/her work due to personal illness, injury. An employee may utilize sick leave to be present during a period of medical care by a physician for the employee's spouse, child over the age of twelve, civil union partner, parent, brother or sister, or corresponding in-laws. An employee may also utilize sick leave to care for a child under the age of thirteen (13) who is i) ill and unable to attend school or day care; or ii) is not currently enrolled in school or day care. The College may require certification from the school or day care center indicating that the child was absent due to illness. Days available for sick leave with pay shall accrue to each employee on the basis of one day for

each full month of employment. Accrued days for sick leave not used in the contract year (July 1 through June 30) shall accumulate and be available for use during subsequent College employment. Sick leave shall not be recognized in a unit of less than one hour. If an employee has utilized all accrued sick leave and continues to be on an approved medical leave of absence, he/she shall cease receiving pay, but shall continue to be eligible to receive any insurance benefits provided under insurance plans applicable to such employee as permitted by statute, and coordinated with Article XXVIII C (Salary Continuance). The College may require a doctor's certificate for approved sick leave, or to verify satisfactory recovery following sick leave. The President of the College has the discretion to extend sick leave with or without pay. The decision on a request for extension of sick leave shall not be grievable.

Sick leave in excess of five days is coordinated with Article XXVIII C.

## 2. Pay Out of Accumulated Sick Leave

An employee who is 60 years of age or older who elects to retire shall be eligible for payment of accumulated sick leave providing such employee has been employed by the College for not less than ten (10) continuous years of full time service as of the date of retirement. An eligible retired employee shall be entitled to receive from the College payment for fifty percent of unused sick days accumulated over the continuous period of employment immediately preceding retirement, but not to exceed the maximum benefit limitation set forth below. Any employee whose employment is terminated for a reason other than just cause or as a direct result of a reduction in force after completion of fifteen (15) years of employment by the College but prior to eligibility for retirement under this subparagraph, shall, upon termination of employment be entitled to receive from the College payment for twenty-five percent of unused sick leave accumulated during such continuous period of employment, but not to exceed the

maximum benefit limitation set forth below. An employee whose employment is terminated as a direct result of a reduction in force after completion of five (5) years of employment by the College shall, upon termination of employment, be entitled to receive from the College payment for sixty percent (60%) of unused sick leave accumulated during such continuous period of employment, but not to exceed the maximum benefit as set forth below. For purposes of this subparagraph only, an approved leave of absence will not be deemed a break in continuous employment service, but the period of such leave shall not be counted towards the five, ten and fifteen year thresholds required for eligibility under this subparagraph.

All sick leave payments under this subparagraph shall be computed at the employee's hourly rate of compensation as of the date of retirement or termination of employment. Under no circumstances shall the College's payment of unused sick leave under this subparagraph exceed the sum of \$3,700 to one individual (in the case of retirement or termination for a reason other than either just cause or a reduction in force) or \$12,000 to one individual (in the case of a reduction in force). All sick leave payments are subject to statutory requirements.

#### D. BEREAVEMENT

An employee shall be entitled to up to five (5) days bereavement leave with pay in the event of the death of such employee's spouse, civil union partner, child, parent, grandparents, brother or sister, or corresponding in-laws. Similar request may be made in the event of the death of a member of the immediate family in such employee's household.

#### E. MILITARY LEAVE

An employee inducted into the armed forces of the United States during the period of this agreement shall have the right to reinstatement to his/her former position at the termination of such military service, provided that within ninety (90) days from the date of separation, other than dishonorable discharge, the employee applies to the College for reinstatement. Time spent during such inducted military service shall be treated as an unpaid leave of absence during which the employee shall not be entitled to any form of compensation. The employee returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning employee shall be afforded all other rights provided by applicable statutes, including N.J.S.A. 18A:6-33. An employee who is a member of a reserve unit of the United States Armed Forces, when called to active duty or active duty training in the Reserve Corps of the United States or the National Guard, will be granted paid leave as provided in N.J.S.A. 38-23 of N.J.S.A. 38A:4-4 provided that the National Guard or the United States Armed Forces reserve requires the employee to be on duty on his/her regularly scheduled work days. Documentation must be provided to Human Resources.

ARTICLE XXVI continued

F. JURY DUTY

When an employee is called for jury duty, he/she shall be given a leave for the term of such jury duty provided notice of jury duty is presented to his/her supervisor immediately upon receipt of same. Whenever an employee on jury duty has been excused by the Judge or other duly authorized Court officer prior to 12:30 p.m., the employee shall work one-half of his regular work day, but no later than the end of his/her regular work day. While serving on jury duty, the employee shall be paid his/her regular salary and shall transmit to the College such daily jury duty fee as may be paid by the Court, less any reimbursement allowed by the Court for transportation and meals for such jury duty.

G. GOVERNMENT SERVICE LEAVE

An employee elected or appointed to a full-time paid public office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such county, state or federal office. The time spent on this leave shall not be considered a break in service under the terms of this agreement, but shall not be counted as regular service for purposes of promotion, increases in salary, seniority, length of service, retirement or any other ancillary or fringe benefits, except as may be otherwise provided by applicable law. Upon timely return from unpaid leave, the employee shall retain the same seniority that he/she held prior to the commencement of the leave.

## ARTICLE XXVI continued

### H. PARENTAL LEAVE

An employee in anticipation of parenthood as a result of natural child birth, legal adoption or legal guardianship may apply for one of the following two parental leaves of absence:

- 1) A leave of six (6) months; or
- 2) A leave which shall terminate on the June 30 or December 31 after the commencement of the leave, whichever is later.

Parental leave shall be without pay or fringe benefits, except as hereinafter specified. A request for parental leave shall be made in writing to the supervising Vice President at least sixty (60) days prior to the date the leave is to become effective unless the attending physician specifies or representative handling a legal adoption or guardianship specifies the necessity for such leave to commence on shorter notice. Female employees on parental leave during the period of physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. At the time that such leave is requested, the pregnant employee shall also indicate in writing whether or not all or any part of the employee's accumulated sick leave and/or vacation time will be applied towards the parental leave. Employees who wish to return to work prior to the termination of the leave shall give to the supervising Vice President at least thirty (30) days advance written notice of the date of return to employment. Employees may request a return to work prior to the termination of the leave on a part-time basis of up to 19.5 hours per week. During any such temporary period of part-time employment, such period would be without fringe benefits.

ARTICLE XXVI continued

The supervising Vice President shall, at his/her discretion, accept the early full or part-time return of the employee but the decision shall not be grievable. Retirement and medical benefits shall be granted during the period of parental leave in conformance with the laws, rules and regulations established by appropriate state departments. The College shall have the right to require certification from the pregnant employee's physician that she is physically able to return to duty. Written request for extension of the parental leave may be made to the supervising vice president provided that such request is accompanied by a certification from the attending physician that the employee who has taken the leave due to pregnancy is physically unable to return to duty, and further provided that no extension of the parental leave may go beyond one year from the date the leave first commenced. Should the total unpaid parental leave exceed six (6) months, the employee shall not be eligible for the salary adjustment or increase applicable to the fiscal year following the termination of the parental leave. The time spent on unpaid parental leave shall not be considered a break in service, but shall not be counted as regular service for purposes of promotion, seniority, length of service or any other ancillary or fringe benefits, except as herein provided, and except as may be otherwise provided by applicable law. Upon timely return from unpaid parental leave, the employee shall retain the same seniority that he/she held at commencement of such leave.

ARTICLE XXVI continued

I. FAMILY ILLNESS

1. Upon a request submitted to his/her immediate supervisor, up to four (4) days leave with pay may be granted in each contract year to an employee in the event of hospitalization, post-hospitalization convalescence or medical care by a physician or licensed practitioner for an employee's spouse, civil union partner, child, parent, brother or sister, grandchild, grandparent, or corresponding in-laws. The College may require for approval of such absence certification from a physician of such hospitalization, post-hospitalization convalescence or medical care by a physician or licensed practitioner. In the event of extenuating circumstances, consideration will be given by the College to an extension of such leave with or without pay in the sole discretion of the College.

J. SPECIAL PURPOSE LEAVE

Leave of absence without pay or benefits, up to one year in length, for special purposes may be granted by the President of the College upon written application of the employee, after favorable recommendation of such leave by the employee's supervisor and supervising vice president. Insofar as possible, within ten (10) days after receipt of such request by the College President, the employee shall be notified of the disposition of his/her request. Decisions of the College with regard to a special purpose leave request shall not be arbitrable. The time spent on this leave shall not be deemed a break in service under the terms of this agreement, but where the

ARTICLE XXVI continued

leave extends beyond six (6) months, shall not be counted as regular service for purposes of promotion, increases in salary, seniority, length of service, retirement, or any other ancillary or fringe benefits except as may be otherwise provided by applicable law. Upon timely return from unpaid leave, the employee shall retain the same seniority that he/she held prior to the commencement of the leave.

K. If an employee is eligible for leave time pursuant to the Federal Family and Medical Leave Act and/or the New Jersey Family Leave Act ("Statutory Leave"), any paid sick, vacation, family illness, or personal leave permitted and taken under the provisions of this contract for a purpose covered by the Statutory leave shall be substituted for and credited against the Statutory leave entitlement.

## ARTICLE XXVII

### SABBATICAL LEAVE

#### A. PERIOD AND SALARY

Regular sabbatical leaves are awarded for either one (1) academic semester (not to exceed five months) at full pay or two (2) academic semesters (not to exceed one continuous ten-month period) at half pay. "Mini" sabbaticals are awarded for not less than one (1) month and not more than three (3) months at full pay. At the time of application, applicants are required to include the specific dates desired for sabbatical leave. The College will consider the needs and wishes of the applicant with respect to the timing of the leave, but reserves the right to adjust or defer the leave in accordance with the needs of the College for the applicant's services. Salary payments will be made once every two weeks during the leave.

#### B. PURPOSE AND USE

Sabbatical leaves are awarded by the Board of Trustees to selected employees to foster their creative activities related to services rendered by the administrative area (academic, student, administration) in which they are employed, which activities will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, writing in completion of a degree, scholarly research, writing for publication, or other intellectual activities relevant to and designed to enhance the recipient's value to the College. Except as provided in Paragraph F of this article, sabbatical leave recipients shall not engage in any

## ARTICLE XXVII continued

remunerative employment while on leave other than acceptance of fellowships, scholarships or similar grants awarded to accomplish the stated purpose of the leave.

### C. ELIGIBILITY

Eligibility to apply for regular sabbatical leaves shall be limited to those employees who have completed at least six (6) consecutive years of full time active employment with the College subsequent to the expiration date of any previous regular sabbatical leave granted by the College. Eligibility for "mini" sabbatical leaves shall be limited to those employees who have completed six (6) consecutive years of full time employment with the College and who have not been on a "mini" sabbatical leave during the previous three (3) years. No more than two (2) employees from the same administrative area of the College shall be on a sabbatical leave at the same time.

### D. SABBATICAL LEAVE COMMITTEE

There shall be an Academic Administrative Personnel Sabbatical Leave Committee consisting of six (6) members. The committee shall be composed of two (2) members from the Division of Academic Affairs, two (2) from either the Division of Student Development and Enrollment Management and the Office of the President, and two (2) from either the Division of Business and Finance or the Division of College Advancement and Planning. Committee members shall be elected by secret ballot vote of all members of the Federation bargaining unit, and shall serve a two (2) year term commencing September 1. A vacancy occurring on the Committee during an unexpired term shall be filled by an appointment from the Division in which the vacancy exists, which

#### ARTICLE XXVII continued

appointment shall be made by the President of the Federation for the balance of the unexpired term. Individuals elected or appointed to the Committee shall not file an application for a sabbatical leave during the period of his/her elected or appointed term on the Committee, and in the case of resignation from the Committee, for a period of one year following the date of resignation. The President of the Federation, by October 15 of each year, shall notify the Director of Human Resources and Labor Relations of the membership of the Committee.

#### E. APPLICATION PROCEDURE

Sabbatical leave proposals will be received at stated intervals during the academic year preceding the year in which the leaves are to be taken. October 15 and April 15 are established as the dates for receipt of sabbatical leave proposals. Applications filed for the April 15 date will be considered only if the funds available under the provisions of this agreement have not been previously committed for the academic year in which the requested sabbatical leave is to be taken. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College. The Sabbatical Leave Committee will meet, interview, evaluate and vote on proposals expeditiously after each deadline date. All six committee members shall have full voting rights. A recommendation from the Committee shall require the affirmative vote of four (4) members. Because of the sensitive nature of approval or disapproval of the sabbatical leave proposals, the recorded vote of each committee member

ARTICLE XXVII continued

shall not be made public. The Sabbatical Leave Committee shall rank separately in order of priority all full- and mini-sabbatical leave proposals which have received the affirmative vote of four committee members. The chairperson of the Sabbatical Leave Committee shall forward to the respective supervising Vice President all proposals, and the rationale in writing for committee acceptance of each proposal. The supervising Vice President shall appropriately review and evaluate the sabbatical leaves recommended by the Academic Administrative Personnel Sabbatical Leave Committee, including the ability of the College to maintain services which would otherwise be provided by the applicant during the specified sabbatical leave dates. The supervising Vice President shall forward his evaluation and recommendation to the President of the College within thirty (30) days. The President shall also appropriately review and evaluate the sabbatical leaves recommended by the Sabbatical Leave Committee, including application of the criteria set forth in this article. Any sabbatical leave proposals approved by the President shall be presented and recommended by him to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College shall have the right to reject any or all sabbatical leave proposals recommended by the Academic Administrative Personnel Leave Committee. The President of the College will advise the Committee and the Federation in writing of his reasons for rejecting any sabbatical leave proposals recommended by the committee, which reasons may include insufficient funds.

## ARTICLE XXVII continued

The substance, opinions and conclusions of the President of the College or Board of Trustees to deny any sabbatical leave proposals shall not be grievable, but employees may grieve an alleged violation of the procedural rights established in this article or an alleged violation of Article XXX of this agreement.

### F. SPECIAL CONDITIONS OF SABBATICAL LEAVE AWARDS

1. The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of increments and other benefits as though the recipients were in regular employment.

2. The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent setting. A sabbatical recipient may continue, but may not increase, the level of preexisting part-time remunerative employment, if such part-time employment was disclosed in writing to the Director, Human Resources, at least sixty (60) days prior to the filing of the sabbatical application with the Sabbatical Leave Committee.

3. Recipients of sabbatical leave shall, upon acceptance of such sabbatical leave award, signify in writing their obligation to remain in the employment of the College for a period of not less than two (2) consecutive years following the expiration of a sabbatical leave of one semester or longer, or for a period of not less than one (1) year following the expiration of a

ARTICLE XXVII continued

"mini" sabbatical. The written acknowledgement shall include an obligation to repay sabbatical funding on a prorated basis if the recipient voluntarily chooses not to remain in the employment of the College for the required period following the expiration of the sabbatical leave. Recipients of sabbatical leaves shall, upon their return to the College, submit to the Board of Trustees and to their supervising vice president, copies of a comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality.

G. FUNDING

For each contract year, a sum equal to one half percent ( $\frac{1}{2}$ ) of the combined annual contracted salaries (exclusive of compensatory time, overtime, or premium pay) for the members of the bargaining unit employed as of September 30 of the previous fiscal year shall be available to fund academic administrative sabbatical leaves to be taken by bargaining unit members during next fiscal year commencing July 1. The sum available to fund academic administrative sabbatical leave to be taken by bargaining unit members during the next fiscal year shall be equal to:

- a. one half percent ( $\frac{1}{2}$ ) of the combined annual contracted salaries (exclusive of compensatory time, overtime, or premium pay) for the members of the bargaining unit employed as of September 30 of the previous year, and
- b. the unused balance up to a maximum of \$10,000 from the Federation sabbatical fund for the previous contract year. Under no circumstances shall the unused balance of funds from any given fiscal year carried forward for use in the following fiscal year exceed \$10,000.

ARTICLE XXVII continued

If funds available are insufficient for full funding of sabbatical leaves awarded by the Board of Trustees, the applicants approved by the Board of Trustees shall have the option of accepting a sabbatical with less than full funding, limited to the balance of the funds available. There is no fixed minimum or maximum number of sabbatical leaves to be granted in any fiscal year, but it is the intent of the Board of Trustees to make such awards, within the limitation of funds available, to those applicants whose past performance, promise and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.

The Director of Human Resources and Labor Relations of the College shall report by October 15 to the Academic Administrative Personnel Sabbatical Leave Committee, the President of the College, and the President of the Federation the amount of funds available to be allocated under this subparagraph for sabbatical leaves in the next fiscal year.

## ARTICLE XXVIII

### INSURANCE AND DISABILITY

#### A. INSURANCE

In addition to the insurance benefits described below, the College shall continue all existing insurance benefits previously provided to employees in the Federation bargaining unit.

#### B. LONG TERM DISABILITY

The College agrees to pay the premium for a Group Policy (UNUM LTD or a comparable policy by the same or other carrier, which policy shall be agreed to by the parties), which shall provide coverage during the terms of this agreement.

#### C. SALARY CONTINUANCE PLAN

1. Purpose - The purpose of this plan is to provide protection against income loss after the elimination period, due to an employee's inability to work because of personal illness or injury, except that this plan shall not apply to illness, injury or other disability absence arising out of employment and covered by the Workers Compensation Law.

2. Elimination Period - Benefits payable under this plan shall begin on the first regularly scheduled work day following the date when an employee employed in a job title in the bargaining unit exhausts all of his or her accrued sick leave payable by the College, or after thirty (30) calendar days have elapsed since the onset of the employee's inability to work, whichever date shall occur later.

ARTICLE XXVIII continued

3. Benefit Period - Subject to the Fund limitations in Section 9, the College shall pay the employee at the rate of eighty percent (80%) of his or her regular base salary for the period of absence from work in excess of the elimination period until the earliest of the following dates:

- a. one hundred eighty (180) calendar days have elapsed following the onset of the employee's inability to work due to a disability covered by this plan; or
- b. the employee has been paid benefits under this plan equal to one-third of the employee's annual base salary; or
- c. the employee returns to work.

Benefits payable under this plan shall be paid only for days during the employee's inability to work when the employee would normally be scheduled to work, and shall not be paid for days scheduled as holidays or any other form of leave prescribed elsewhere in this agreement, or for days for which the employee would not normally be eligible to receive salary. This plan does not apply to employees who have not completed their new hire probationary period as stated in Article VI-B.

4. Recurrence of Disability - If an employee who is receiving benefits under this plan returns to work and subsequently becomes disabled because of personal illness or injury, that employee shall be eligible for an additional benefit period under this plan as described above, provided that the employee has worked at least six months upon return to work. The period of absence prior to the return to work and the subsequent absence shall be treated as one

ARTICLE XXVIII continued

disability with both absences counted towards the maximum benefits under paragraph 3, except that if an unrelated or recurrent disability arises before completion of six months of work, such illness shall not require an additional elimination period.

5. Other Benefits - The period of absences during the elimination period and the benefit period shall be counted as regular full-time service for purposes of promotion, increases in salary, seniority, accrual of leave, length of service, retirement or any other ancillary or fringe benefits, except as may be otherwise provided by applicable law.

6. Coordination of Benefits - Benefits payable to an employee under this plan shall be reduced by any amount payable to the employee under any other disability payment plan provided under the laws of any State or Federal law of the United States, any insurance or other employee benefit plan which pays for loss of time on account of disability due to sickness or injury for which an employer has paid all or any portion of its cost, and any insurance which pays benefits for loss of time on account of injury suffered in an automobile accident. Benefits under this plan shall not be payable to any employee for any period during which an employee may be receiving benefits provided under a workers compensation law.

7. Certification of Disability - An employee claiming benefits under this plan shall submit to the College a written certificate by a physician attesting to his or her inability to work, including a projected date for return to work, and shall submit subsequent certification by a physician of his or her continued inability to work if requested by the College. The College

ARTICLE XXVIII continued

shall have the right as a condition to payment of benefits, to require the employee to provide relevant medical records and to submit to an examination by a physician designated and paid for by the College. If the physician selected by the College declines to certify the employee's inability to work, the Federation shall have the right within twenty days from notification of declined benefit eligibility to elect, by written notice to the College, to submit the eligibility determination to the third physician. If the Federation requests submission to a third physician, the College physician and the employee's treating physician shall select a qualified physician to determine the matter. If the College and employee's physician are unable to agree upon the selection of a third physician, such third physician shall be designated by the President of the Morris County Medical Society. The determination of the physician so selected, as to whether the employee is unable to work because of a disability covered under this Plan, shall be binding upon the College, Federation, and the employee. The cost of the services of the third physician shall be paid equally by the College and Federation, and shall not be subject to further grievance.

8.     Limitations of Benefits - No benefits shall be payable for any period of disability which did not commence while the employee was employed by the College, for any period of disability due to willfully or intentionally self-inflicted injury, or for any period during which the employee performs any work for remuneration or profit.

9.     Limit of Liability - The Board shall not be liable for any benefits under the Federation Salary Continuance Plan in excess of twenty thousand dollars (\$20,000) payable during any one fiscal year. In the event that claims for benefits to the entire Federation

#### ARTICLE XXVIII continued

bargaining unit exceed that amount, the Federation may elect to reduce the accrual under Article XXVI, B (1) of one day of sick leave by each employee in the bargaining unit, which shall be accounted according to the hourly rate of each employee that may be in effect at the time, and such additional amount of money shall be made available to pay additional claims for benefits.

#### D. DENTAL PLAN

The College shall provide and pay for a dental program providing individual coverage for all members of the bargaining unit by a dental care insurance policy. The College shall have the right to substitute a dental policy for the Delta Dental policy in effect as of June 30, 2000 which has an overall level of benefits that is equivalent. The College shall offer a voluntary dental program for spouses and eligible children for all bargaining unit members with premiums fully paid by the employees who elect this coverage. The overall level of benefits will be equivalent to those dental benefits provided to employees. The availability of this dental coverage on an annual basis will be subject to minimum participation limitations established by the insurance provider.

#### E. HEALTH BENEFITS

1. As long as the college remains in the School Employee Health Benefit Plan ("SEHBP"), eligible Federation employees may enroll in the SEHBP in accordance with established procedures. With the exception of any health benefit contribution mandated by statutory requirements or negotiated with the Federation, the College shall pay the balance of the premiums for unit members and dependents for coverage under either the SEHBP or under any substitute health insurance plan selected by the College. No changes in levels of benefits or

ARTICLE XXVIII continued

employee contributions shall be made during the life of this agreement unless mandated by statute or negotiated with the Federation. If the College elects to withdraw from the SEHBP, the substitute health insurance plan will provide (i) benefit levels that, in the aggregate, are equal to or more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP, and (ii) an appeal process by which employees may appeal to the insurance carrier denials of coverage or benefits. The College will provide the Federation with a copy of the master contract for the new plan ninety (90) days before implementing the new plan.

2. Should the College decide to substitute another insurance plan for the SEHBP, the College will provide affected employees with forty-five (45) days written notice of the effective date of the change in health plans. Affected employees shall be furnished with a description of the substitute health plan. During the forty-five (45) day period, employees shall have the option of electing any benefit options that may be offered by the substitute health insurance plan.

3. If the College ceases to participate in the SEHBP, the College Department of Human Resources will continue to provide on-campus administration of health benefits and will distribute to affected employees notification of changes in the level of benefits.

4. All questions and disputes arising under the terms of any health insurance plan substituted for the SEHBP shall be determined under the appeal process established by the insurance carrier and not under the grievance procedure set forth in Article XIII. A decision of the College to withdraw from the SEHBP and the selection of the health insurance plan

providing substitute coverage are prerogatives of management and are not grievable. However, the Federation shall have the right within forty-five (45) days after its receipt of the master contract for the new plan, within which to advise the College in writing of its position that the substitute health insurance plan does not provide benefit levels that, in the aggregate, are equal to or more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP ("Notice of Dispute"). Within ten (10) days from the College's receipt of the Notice of Dispute, the College and the Federation will agree upon the appointment of an independent employee benefit specialist firm or individual. Should any other collective bargaining unit(s) at the County College of Morris file a Notice of Dispute with the College, the Federation agrees to jointly propose the appointment of an independent benefit specialist with the other bargaining unit(s). The independent specialist shall only determine whether the substitute health benefit plan does or does not provide benefit levels that, in the aggregate, are equal to or more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP. The independent specialist must have offices in the State of New Jersey and shall not then be providing services or consultation to county colleges in New Jersey or to the New Jersey Education Association or any of its affiliates. If an independent specialist has not been mutually agreed upon and appointed within the ten (10) day period, either party may apply to the Superior Court Assignment Judge, Morris County, to appoint an independent health benefit specialist to determine the dispute. The determination of the independent health benefit specialist shall be binding on the parties and shall not be grievable. The costs of the services of the independent health benefit specialist will be shared equally by the College and Federation and any other bargaining unit(s) who have filed a Notice of Dispute. If a Notice of Dispute as

permitted in this Section E.4 is timely served upon the College, the substitute health insurance plan shall not become effective unless the parties agree in writing otherwise, or the independent specialist determines that the new benefit levels, in the aggregate, are equal to or more beneficial to the covered employees than the two medical plans having the greatest enrollment of CCM employees at the time of withdrawal from the SEHBP.

## ARTICLE XXIX

### DEDUCTIONS FROM SALARY

- 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.) 52:14-15,9c. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Federation once per month. 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 a change in the rate of membership dues, the Federation 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 Federation the total deductions.
- C. The Federation will provide the initial necessary "checkoff authorization" form and the Federation will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Federation shall indemnify, 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 Federation to the College.

ARTICLE XXX

NONDISCRIMINATION

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the College and the Federation hereby agree that every employee of the College covered by this agreement shall have the right to freely organize, join and support the Federation for the purpose of engaging in collective negotiations, or to refrain from doing so. The College and the Federation agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this agreement in the employment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his membership or non-membership in the Federation, or his participation or non-participation in any activities of the Federation.
- B. Neither the College nor the Federation shall discriminate against any employee because of protected status under state or federal law.

ARTICLE XXXI

SEPARABILITY AND SAVINGS

If any provision of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXII

AMENDMENT OF AGREEMENT

This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Federation.

ARTICLE XXXIII

JOINT COMMITTEE

A. There shall be a joint committee of no more than three (3) members from the Federation and three (3) representing the College Administration. This committee shall meet at the request of either party for the purpose of reviewing mutual problems arising out of the employer-employee relationship or the administration of this agreement. The meetings of the committee shall be scheduled at mutually agreed upon times. It shall be the practice of the parties to schedule such meetings at times which do not interfere with the assigned employment duties of the committee members.

B. 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 XXXIV

### COPYRIGHT

#### A. INTRODUCTION

This Article determines ownership rights in original works of authorship (hereafter collectively called works) by employees governed by this Agreement.

"Original works of authorship" includes, but is not limited to:

1. Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, tests, test answers, and proposals.
2. Lectures, musical or dramatic compositions, and unpublished scripts.
3. Films, filmstrips, charts, transparencies, and other visual aids.
4. Video and audio tapes and cassettes.
5. Live video and audio tapes and cassettes.
6. Programmed instruction materials.
7. Computer programs.
8. Pantomimes and choreographic works.
9. Pictorial, graphic, and sculptural works.
10. Sound recordings.

ARTICLE XXXIV continued

B. DETERMINATION OF RIGHTS

1. Institutional Ownership: If an employee produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "Materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.
2. Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the employee would not normally have unrestricted access, then the College shall have joint ownership with the employee. Joint ownership shall entitle the College to license and to sell such works and to share equally any royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The College will supply the employee with an annual accounting of such proceeds, and will disburse half of such proceeds to the employee by July 1 of each year. Joint ownership provided by this Article shall be perpetual.
3. Individual Ownership: In all cases other than those covered by paragraph (1) and (2) above, ownership rights shall reside with the employee alone.

AAPF PERSONNEL

35-HOUR POSITIONS

Accountant

Assistant Director, Admissions

Assistant Director, Auxiliary Enterprises

Assistant Director, CCM-Morristown

Assistant Director, Financial Aid

Assistant to the Athletic Director/Trainer

Associate Dir., Career Services & Coop Ed Programs

Associate Director, Admissions

Associate Director, Applications

Associate Director, Campus Life

Associate Registrar

Bursar

Business Development Specialist

Contract/Grants Accountant

Coordinator, Academic Advisement

Coordinator, Academic Services

Coordinator, Bursar Services

Coordinator, Career & Professional Programs

Coordinator, Distance Learning Services

Coordinator, Health Care Services

Coordinator, L.R.C. Instructional Services

Coordinator, Reference Services

Coordinator, Technical Services  
Coordinator, Transfer Services  
Counselor I  
Counselor II  
Counselor Recruiter  
Director, Alumni Relations  
Director, College Events and Foundation  
Director, Development  
Director, Institutional Grants  
Disabilities Specialist  
Facilities Manager  
Financial Aid Advisor  
Graphic Designer  
Information Systems Specialist/Systems Librarian  
Instructional Designer  
Junior Accountant  
Junior Programmer Analyst  
Lab Assistant I  
Lab Assistant II  
Lab Coordinator  
Learning Specialist  
Manager, General Accounting  
Manager, Payroll & Special Projects  
Manager, Purchasing

Media Producer  
Multimedia Designer  
Network and Telecommunications Administrator  
Planetarium Astronomer  
Programmer Analyst  
Reference Librarian  
Senior System Analyst  
Senior LAN Technician  
Senior Media Systems Engineer  
Senior Programmer Analyst  
Supervisor, Center for Assessment and Learning  
Supervisor, Computer Labs  
Supervisor, Science Lab  
Systems Administrator  
Technology Help Desk Specialist  
Theater Technician  
Web Coordinator

AAPF PERSONNEL

40-HOUR POSITIONS

Supervisor, Aquatics

Assistant Director, Public Safety

Coordinator, Environmental Health & Safety

Lieutenant

Manager, Systems & Maintenance

Supervisor, Media Services/Facilities

Supervisor, Custodial Services (Evening Shift)

Supervisor, Grounds & Custodial Services

Supervisor, Printing

Supervisor, Receiving & Distribution

COUNTY COLLEGE OF MORRIS  
GRADE & CLASSIFICATION SCHEDULE  
AAPF PERSONNEL

<u>Grade</u>	<u>Job Title</u>
17	Associate Director, Applications Bursar Coordinator, L.R.C. Instructional Services Coordinator, Reference Services Coordinator, Technical Services Director, Development Director, Institutional Grants Manager, General Accounting Manager, Purchasing Manager, Systems & Maintenance Senior Media Systems Engineer
16	Associate Director, Admissions Associate Director, Campus Life Associate Registrar Coordinator, Academic Services Director, College Events & Foundation Programs Manager, Payroll & Special Projects Senior System Analyst Senior LAN Technician Senior Programmer Analyst
15	Assistant Dir., CCM-Morristown Associate Dir., Career Services & Coop Ed Programs Coordinator, Career & Professional Programs Coordinator, Health Care Services Coordinator, Transfer Services Counselor I

Disabilities Specialist  
Information Systems Specialist/Systems Librarian  
Instructional Designer  
Media Producer  
Programmer Analyst  
Reference Librarian  
Supervisor, Center for Assessment and Learning  
Supervisor, Grounds & Custodial Services

14      Assistant Director, Admissions  
Assistant Director, Auxiliary Enterprises  
Assistant Director, Financial Aid  
Business Development Specialist  
Contract/Grants Accountant  
Coordinator, Academic Advisement  
Coordinator, Distance Learning Services  
Coordinator, School Relations  
Counselor II  
Counselor Recruiter  
Director, Alumni Relations  
Facilities Manager  
Network & Telecommunications Administrator  
Junior Programmer Analyst  
Planetarium Astronomer  
Supervisor, Computer Labs  
Supervisor, Printing  
Supervisor, Science Lab  
Systems Administrator  
Technology Help Desk Specialist

13      Accountant  
Assistant Director, Public Safety  
Assistant to the Athletic Director/Trainer  
Graphic Designer  
Lab Assistant I  
Lab Coordinator  
Lieutenant  
Supervisor, Media Services/Facilities  
Multimedia Designer

Web Coordinator

12

Supervisor, Aquatics

Coordinator, Bursar Services

Coordinator, Environmental Health & Safety

Financial Aid Advisor

Junior Accountant

Lab Assistant II

Learning Specialist

Supervisor, Custodial Services (Evening Shift)

Supervisor, Receiving & Distribution

Theater Technician

## Exhibit C

## EXHIBIT C

## County College of Morris

## AAPF Salary Guide

	FY1213		FY1314		FY1415	
Grade	7/1/2011 Minimum	7/1/2011 Maximum	7/1/2011 Minimum	7/1/2011 Maximum	7/1/2011 Minimum	7/1/2011 Maximum
18	\$62,026	\$111,103	\$63,577	\$113,880	\$65,166	\$116,727
17	\$57,779	\$103,093	\$59,223	\$105,670	\$60,704	\$108,312
16	\$53,075	\$95,096	\$54,402	\$97,474	\$55,762	\$99,911
15	\$48,671	\$87,434	\$49,888	\$89,619	\$51,135	\$91,860
14	\$46,550	\$83,687	\$47,714	\$85,780	\$48,907	\$87,924
13	\$43,362	\$77,515	\$44,446	\$79,453	\$45,557	\$81,439
12	\$39,566	\$70,551	\$40,555	\$72,314	\$41,569	\$74,122
11	\$34,104	\$65,847	\$34,957	\$67,493	\$35,831	\$69,181

Adjusted for 11 month position

	FY1213		FY1314		FY1415	
Grade	7/1/2011 Minimum	7/1/2011 Maximum	7/1/2011 Minimum	7/1/2011 Maximum	7/1/2011 Minimum	7/1/2011 Maximum
18	\$ 56,858	\$ 101,844	\$ 58,279	\$ 104,390	\$ 59,736	\$ 107,000
17	\$ 52,964	\$ 94,502	\$ 54,288	\$ 96,864	\$ 55,645	\$ 99,286
16	\$ 48,652	\$ 87,172	\$ 49,869	\$ 89,351	\$ 51,115	\$ 91,585
15	\$ 44,615	\$ 80,148	\$ 45,731	\$ 82,151	\$ 46,874	\$ 84,205
14	\$ 42,671	\$ 76,714	\$ 43,738	\$ 78,631	\$ 44,831	\$ 80,597
13	\$ 39,748	\$ 71,056	\$ 40,742	\$ 72,832	\$ 41,761	\$ 74,653
12	\$ 36,269	\$ 64,671	\$ 37,175	\$ 66,288	\$ 38,105	\$ 67,945
11	\$ 31,262	\$ 60,360	\$ 32,044	\$ 61,869	\$ 32,845	\$ 63,416

....

Exhibit D

**County College of Morris**  
**Academic-Administrative Personnel Federation**  
**Professional Recognition Award Application Form**

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DEPT.: \_\_\_\_\_

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- I. Applicants - Please attach to this form your personal statement and all other relevant documents you wish to submit in support of this application.
- 
- 

II. IMMEDIATE SUPERVISOR'S ENDORSEMENT

I hereby endorse this application as \_\_\_\_ recommended  
\_\_\_\_ not recommended

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Dated: \_\_\_\_\_

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III. PROFESSIONAL RECOGNITION AWARD REVIEW COMMITTEE ACTION

\_\_\_\_ Recommends this applicant for a Professional Recognition Award.  
\_\_\_\_ Does Not Recommend this applicant for a Professional Recognition Award.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
(for Committee)

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IV. DIVISIONAL REVIEW COMMITTEE ACTION

\_\_\_\_ Recommends this applicant for a Professional Recognition Award.  
\_\_\_\_ Does Not Recommend this applicant for a Professional Recognition Award.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_  
(for Committee)

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Attachments:

1. Employment History Summary (by H.R. Department)
2. Statement by Applicant as requested in Step I

## Exhibit E

### Eleven – Month Unit Member (s)

For purposes of seniority, layoff, and recall for eleven month employees, the one month not worked shall not be considered a break in service, nor shall it be counted toward length of service.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers on

COUNTY COLLEGE OF MORRIS

Witness by: \_\_\_\_\_

BY \_\_\_\_\_

ACADEMIC ADMINISTRATIVE

PERSONNEL FEDERATION

Witness by: \_\_\_\_\_

BY \_\_\_\_\_



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