

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF CUMBERLAND COUNTY COLLEGE

AND

THE CUMBERLAND COUNTY COLLEGE

STAFF ASSOCIATION

JULY 1, 2017 TO JUNE 30, 2020

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## ARTICLE I - RECOGNITION

- A. The Board agrees to and hereby does recognize the Cumberland County College Staff Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all Staff Association members.
- B. Parties covered by this Contract:
1. This Agreement will cover all Staff Association members in the following classifications:
    - ◆ Grounds Keeper
    - ◆ Skilled Grounds Keeper
    - ◆ General Mechanic
    - ◆ Skilled Mechanic
    - ◆ Custodial
    - ◆ Secretarial
    - ◆ Enrollment Services Rep I, II & III
    - ◆ Library Services Assistant
  2. The following classifications are not covered by this agreement:
    - ◆ Administrative Assistants
    - ◆ Bookkeepers and Accountants
    - ◆ Assistant Superintendent titles
    - ◆ Manager titles
    - ◆ Supervisor titles
  3. Association members whose employment is contingent on funding through a grant shall be covered by this contract only for the length of the grant period.

## ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall not begin later than December 1 of the calendar year preceding the calendar year in which the Agreement expires.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, positions or titles, salaries and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public.

- C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget will be forwarded to the President of the Staff Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- E. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined by Article I of this Agreement with any other organization for the duration of this Agreement.
- F. Either party will have the right to caucus at any time.
- G. When an agreement has been reached on a particular sub article, the chairman of each party will initial the article to indicate that agreement has been reached between the parties.
- H. When in the view of either party an impasse has been reached, that party may appeal to the PERC for services of a mediator in accordance with Chapter 12 of Rules, Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- I. All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College, or other room of mutual agreement. Provisions will be made to facilitate the negotiating process, i.e. caucusing, typing, copying, etc., within said building.
- J. Each negotiating session shall be held at times of mutual agreement. In the event that mutual agreement is not reached, the time of the sessions will be alternately established by each party.
- K. Whenever unit members are mutually scheduled by the parties to participate during working hours in negotiations, grievance hearings or labor-management conferences relative to this collective bargaining agreement, they will suffer no loss in pay.

### **ARTICLE III - RIGHTS OF THE ASSOCIATION**

A. Bulletin Board

Adequate bulletin board space shall be reserved for posting of Association notices and other material dealing with proper and legitimate Association business. The bulletin board shall be located in an accessible and mutually agreed upon area of the Student Center/Enrollment Services Building and designated for Staff Association use only. The Staff Association shall be responsible for monitoring and maintaining the bulletin board postings.

B. Non-Discrimination

The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex, marital status, disabilities or membership or negotiating activity in the Association.

C. Association Rights

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

D. Dues Deduction

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

E. Job Description

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

F. Email

Staff Association members will be provided with a College email address.

G. Unit Meetings

Members of the Association shall have the right to attend meetings of the Association and its respective committees on the fourth Monday of each calendar month. A room shall be made available to the Staff Association each month during the scheduled meeting time. Room requests for additional meeting times will be made and granted upon availability at the approval of the President. No charge shall be made for the Association's use of College facilities for such meetings.

#### **ARTICLE IV – BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitations, all powers, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated

with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:

1. Full jurisdiction and authority over matters of policy.
  2. The executive management and administrative control of the College and its properties and the facilities of its employees.
  3. Hiring of all employees and, subject to the provisions of law and this Agreement, determining the qualifications and conditions for their continued employment or dismissal or duration.
  4. To promote and transfer all employees subject to the provisions of this Agreement.
  5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
  6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
  7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
  8. To take whatever actions the Board may deem necessary to carry out the mission of the College in any situation whatsoever to the extent provided by this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.
- C. Nothing in the Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures, nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

## **ARTICLE V - CONDITIONS OF EMPLOYMENT**

- A. Probationary Period for New Employees
1. All newly hired personnel covered by this agreement shall have a probation period of six (6) months, commencing on the first day of employment, to determine whether an employee satisfactorily performs the duties of his or her position.
  2. During the probationary period, a minimum of two (2) evaluations shall be conducted of the employee by the designated supervisor. If necessary, the designated supervisor may choose to extend the probationary period up to 6 additional months if performance expectations have not been met, but a positive

action plan must be in progress. If the probationary period is successfully completed, all time is credited toward seniority and longevity purposes.

An employee may be terminated for unsatisfactory performance at the end of the probationary period.

B. Work Week

1. The regular work week for all employees in the unit, on a forty (40) hour work week, shall be consecutive five (5) day week at eight (8) consecutive hours per day excluding lunch period of one (1) hour. Each employee in the unit will be notified of his or her anticipated work schedule at the time of hire. Work schedules may be changed upon two weeks notice to the affected employee(s), and will be applied on the basis of reverse seniority within the particular college department in which the employee(s) affected by the schedule change works.
  - a. All hours worked over forty (40) hours per week will be paid at the rate of time and one-half.
  - b. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
  - c. All hours worked on holiday will be paid at a double time rate ~~plus holiday pay~~.
  - d. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
  - e. The conditions specified in (a) through (d) above shall only be effective when the unit member has the prior approval of their supervisor.
  - f. The College recognizes that where an employee has worked on their regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.
  - g. Part time staff will not ordinarily be used to reduce overtime for full time staff.
2. The regular work week for all employees in the unit, on a thirty-five (35) hour work week, shall be a consecutive five (5) day week at seven (7) consecutive hours per day excluding lunch period of one (1) hour. Each employee in the unit will be notified of his or her anticipated work schedule at the time of hire. Work schedules may be changed upon two weeks notice to the affected employee(s), and will be applied on the basis of reverse seniority within the particular college department in which the employee(s) affected by the schedule change works.
  - a. All hours worked over thirty-five (35) hours per week will be paid at the rate of

time and one-half.

- b. All hours worked on Sunday, unless part of regular schedule, shall be paid at the rate of time and one-half.
- c. All hours worked on holiday will be paid at double time rate plus holiday pay.
- d. All sick days not worked but paid for and all holidays not worked but paid for shall be included in calculation of weekly overtime.
- e. The conditions specified in (a) through (d) above shall only be effective when the unit member has the prior approval of their supervisor.
- f. The College recognizes that where an employee has worked on their regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.
- g. Part time staff will not ordinarily be used to reduce overtime for full time staff.

3. Compensatory Time

Use of compensatory time will be arranged between the Association member and the appropriate supervisor. Any compensation time accumulated between the last proceeding September 1 and the next August 31 must be used on or before that August 31.

4. Summer Hours for Twelve Month Employees- Summer hours for twelve month employees will start the third week in May through the second week in August; the College will close on Fridays. The required 35-hour work week will need to be compressed Monday through Thursday, totaling 8.75 work hours per day, with a daily schedule of 8:00am to 5:15pm with a 30-minute lunch break. If you are unable to flex your daily schedule due to personal obligations, you will need to take the appropriate amount of vacation or personal time to construct a 35-hour week. Normal hours will return to campus the third week of August. All holidays will be paid as 8.75 hour compressed work days.

If the college chooses to alter the summer hours for any contract year, it will notify the association to discuss before making a decision by March 1<sup>st</sup>, in which event the summer work hours will be revised accordingly.

C. Injury on the Job

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



D. Shift Differential

Employees working on shifts of which the majority of working hours falls between 4 p.m. and 6 a.m. shall receive, in addition to their regular pay, a shift differential in the amount of forty(40¢) per hour. In addition, Custodians working the second shift currently between 4:00 AM and 12:30 PM shall also be entitled to the shift differential. The shift differential does not apply to sick, vacation, personal, holiday or any paid leave pay:

E. Call-In Time

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

F. Breaks

All employees will be allowed a ten (10) minute break in the morning and a ten (10) minute break in the afternoon, unless an extreme emergency arises. Lunch breaks shall not be interrupted except under an emergency. The College recognizes that extreme environmental factors, proximity to facilities as well as operational considerations requiring continuity of service to insure the life/safety standards of the institution may require a deviation from the ten (10) minute break for maintenance personnel.

G. Unsafe Conditions

The College shall continue to not require employees to work under unsafe or hazardous conditions or to perform tasks which endanger an employee's health and safety. OSHA standards addressing ergonomics will be utilized as those standards are issued.

H. Job Levels and Classifications

The classification of positions within the bargaining unit are:

Personnel Levels

Level V:                   Mechanic, skilled  
                                  Custodian, lead person

Level IV:                 Secretary III  
                                  General Mechanic  
                                  Library Services Assistant  
                                  Enrollment Services Rep III

Level III: Skilled Groundskeeper  
Secretary II  
Enrollment Services Rep II

Level II: Groundskeeper  
Secretary I  
Enrollment Services Representative  
Custodian II

Level I: Custodian

I. Job Opportunities

1. Notice of all supportive staff vacancies at Cumberland County College in the following categories shall be circulated to those of the Staff Association membership at least five (5) days prior to its publication elsewhere:
  - a. newly created positions;
  - b. externally funded if continued by Cumberland County College;
  - c. AND
  - d. vacated position held by supportive staff member.
2. A copy of the posted job description will be kept in the Human Resources office as well as a copy forwarded to the Association President and on the Jobs at CCC Web Page at the College's Web Site.
3. Members of the Association shall be given the opportunity to qualify for a higher classification whenever a vacancy occurs.
4. Staff Association members who are applicants for the position shall be notified of the disposition of their application.
5. Classifications which require new skills will be satisfied upon written examination, or testing of the new skill level. Typing and word processing shall be done at the unit members work station.
6. The Administration shall determine who shall be the successful applicant for the position. In the event that two (2) or more internal applicants are of equal experiences and ability, the applicant with the greater seniority shall be awarded the job. In all cases, the experience and skill shall be adequate to properly perform the job.

J. Annually, the College will recognize employees who have completed ten years of service and up, in five year increments, (10, 15, 20 years, etc.) with an awards ceremony.

K. Maintenance and Custodial staff

1. The College shall provide ten (10) uniforms (pants and work shirts) to all custodians and maintenance employees each academic year.
2. The College shall furnish maintenance employees assigned to work outside on a regular basis with insulated outerwear (jumpsuit), the cost of which shall not exceed \$100. This item shall remain the property of the College and will be replaced as the College deems necessary.

L. Policies and Procedures

An electronic copy of the Policies and Procedures Manual and all related attachments will be available on the College's official website.

### ARTICLE VI - BENEFITS

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness is allowed sick leave each year without deduction in pay on the following basis (length of service for the purpose of determining sick leave is calculated from the day of appointment):

Twelve month employees:                      15 working days sick leave per year

Any deviation from a twelve (12) month contract will be prorated accordingly.

2. Although sick leave may not be credited during a leave of absence, an employee does not lose accumulated sick leave while on a leave of absence.
3. Unit members may apply to use accrued sick leave to care for a family member up to three (3) consecutive days per occurrence. After three (3) consecutive days, the Unit member may apply to use time under NJFLA (New Jersey Family Leave Act). Family shall be interpreted to include father, mother, children, spouse, domestic partner (proof of cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Unit member. For NJFLA purposes, eligible family is defined by law and is not as inclusive as listed above.
4. Sick leave is accruable without limit. Unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under any one of the following circumstances:
  - a. death of the unit member (paid to Estate);
  - b. retirement of the unit member;

- c. leaving the institution in good standing after 20 years of service prior to retirement.

The sick leave severance payment shall not exceed \$15,000. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing after twenty (20) years of service prior to retirement. The sick leave severance payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement.

- 5. Donated Leave Program. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be equivalent to the existing policy established by the County of Cumberland.

B. Bereavement Leave

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

C. Personal Leave

A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate division chair or supervisor. Personal days are official only after receipt of approval from the supervisor. Any deviation from a twelve (12) month contract will be prorated accordingly.

D. Family Leave

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

E. Jury Duty

Employees who are required to be absent from work to serve on jury duty shall be paid their regular straight time daily pay.

F. Maternity Leave

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

G. Annual Leave (Vacation)

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

Additional vacation days for employees whose date of hire falls in the first half of the unit member's employment year will be awarded on 7/1 or 9/1 of the year preceding the anniversary date.

Additional vacation days for employees whose anniversary date falls in the second half of the unit member's employment year will be awarded on 7/1 or 9/1 of the year following the anniversary date. Any deviation from a 7/1 or 9/1 contract commencement date will be adjusted accordingly.

Twelve Month Employees:

- a. One (1) year through five (5) years of service = Twelve (12) vacation days per year credit.
  - b. Six (6) years through nine (9) years of service = Fifteen (15) vacation days per year credit.
  - c. Eleven (11) years or more years of service = Twenty (20) vacation days per year credit.
2. In the event an Association member is employed in a position that is less than a twelve (12) month position, annual leave shall be pro-rated accordingly.
  3. A maximum of one year's allowance of vacation days (either 12, 15 or 20, based on accrual rate) may be carried forward from year to year. Any deviation in accrual rate from a twelve (12) month contract would apply.
  4. Vacation may be taken at any time during the year upon written approval from the supervisor. Approved vacation request shall not be cancelled unless mutually agreed upon in writing between the supervisor and employee.
  5. If a holiday falls during an employee's vacation, he/she shall receive an additional day's vacation for each holiday.
  6. Any employee upon resignation, termination, or retirement shall be paid their regular rate of pay for each day of accumulated unused vacation time.

H. Insurance Protection

1. Health and Prescription Drug Insurance Benefits:

The Board shall provide for the Association member and eligible dependents NJ Direct 15 coverage under the current New Jersey State Health Benefits Program, bundled with prescription coverage, with the employee option to buy up to NJ Direct 10 coverage at the employee's expense.

Employee Costs for Health and Prescription Drug Insurance Benefits:

- a. The employee premium share contribution per year for coverage shall be a minimum of 1.5% of annual salary, or the Chapter 78 Year 4 rates (based on coverage selected and income), whichever is greater, per individual. The contribution rate will remain constant for the entire contract period.
- b. The employee is free to choose any plan option in the New Jersey State Health Benefits plan, but the Board will only pay a premium share up to the cost of the NJ Direct 15 coverage, provided, however, that if all other bargaining units at the College likewise agree to prescription bundling, thus permitting that additional change, the Board will pay the premium share up to the cost of the NJ Direct 15 coverage bundled with prescription coverage.
- c. The difference in insurance premiums chosen by the employee that exceed the cost of the NJ Direct 15 plan—as bundled with prescription coverage, if all other bargaining units at the College likewise agree to prescription bundling, thus permitting that additional change; otherwise as unbundled – will be paid by the employee.
- d. The above will become effective and take place only after an open enrollment period when all unit members have had the opportunity to change plans, and, as to the prescription bundling, when all other bargaining units have agreed to that change.
- e. The Board of Trustees will continue to pay its premium share contribution up to and including NJ Direct 10 until unit members have had the opportunity to change plans through the open enrollment process.
- f. If, through the retroactive pay increase for 2017-2018, a unit member's salary triggers an increase in premium share contribution, the Board will not deduct the increased amount in premium share contribution from the unit member for the retroactive period only.
- g. Change in the Health and Prescription Providers or Plans:
- h. Any change in health and/or prescription coverage, networks, insurance, and/or prescription providers, must be equivalent to or better than the

existing coverage and options currently offered and/or utilized by the Faculty members.

Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the current New Jersey State Health Benefits Program.

2. Dental Benefits (\$25 deductible). The Board shall provide to the Association member and eligible dependents, a three level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan at least equivalent to the aforementioned plan. Association members shall be free to join any level during the open enrollment period each year. The amount of contribution by the Board shall not exceed the cost of the base plan.
3. Optical Benefits  
The Board shall provide for the Association member and dependents, an optical program including eye examinations, eyeglasses, sunglasses and/or contact lenses prescribed by a licensed practitioner at a cost not to exceed \$350 per year per member. If the balance is not used at the end of the fiscal year, the amount may be carried for one (1) year for a total not to exceed \$700.
4. Disability Benefits  
At no cost to the unit member, the Board shall provide for the unit member a group income protection plan at a cost not to exceed \$160 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.
5. Prescription Benefits  
The Board shall provide to the unit member and eligible dependents a program of prescription reimbursement defined by the New Jersey State Health Benefits Program or a plan at least equivalent to the current New Jersey State Health Benefits Program.
6. Any dispute arising from a change in any plan described herein shall be subject to the grievance procedure. If arbitration is required, same shall not be advisory, but be binding upon the parties.
7. College will provide benefits to the unit member at least equivalent to those provided to members of all other Associations.

I. Military Leave

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

J. Workshops

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

K. Tuition Remission, Tuition Reimbursement and Professional Development

1. Tuition Remission:

Tuition (excluding fees) shall be waived for unit member, their spouse and dependent children (living in the household) who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met and no extension or expansion of the course, program or facilities is required. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained. This does not apply to Summer Academy For Kids, Continuing Education Units (CEUs) and courses offered by Professional and Community Education. Employees may only enroll in these courses if determined to be job-related and pre-approved by the appropriate Vice President.

In the event of the death of the unit member, the surviving spouse and dependent, unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminates upon the remarriage of the spouse.

2. Tuition Reimbursement:

Unit members shall be reimbursed for job-related courses taken at other institutions provided that the course is not offered at Cumberland County College and the following conditions are met:

- a. Prior to enrollment in a course, the unit member will obtain approval of the President.
- b. Reimbursement will be made only for credit courses in which a letter grade of "C" is achieved and upon submission of an official grade report to the office of the President. In the case of non-credit vocational courses, an official copy of a "Satisfactory Completion Certificate" shall meet the requirements of an official grade report.
- c. A unit member will be reimbursed a maximum of \$240 for non-credit vocational courses in any one semester up to a maximum of \$480 in any one academic year including summer session. A unit member will be reimbursed for a maximum of \$2650 per academic year for credit courses (undergraduate or graduate) including summer session.
- d. Unit members who have been employed in a fulltime capacity for a



minimum of one calendar year shall be entitled to the foregoing reimbursement for tuition costs of academic courses in pursuit of a degree beyond an Associates Degree at an accredited institution of higher learning.

- e. Unit members shall receive a twenty (20%) per cent tuition discount on enrollment in on-campus courses offered through the University Partner Program
- f. Reimbursement will occur within thirty (30) days from date of submission of proper documentation

3. Professional Development:

Subject to the availability of funds as determined by the College, there shall be established an annual Professional Development Fund of Twenty five hundred (\$2,500) to fund activities relating to the professional development of unit members. The maximum grant to a Unit member shall be five hundred (\$500). The procession of professional development proposals shall be done by the Professional Development Council. Council recommendations will be forwarded to the President for final approval.

**ARTICLE VII - HOLIDAYS**

A. Paid Holidays

Independence Day	Martin Luther King's Birthday
Labor Day	President's Day
Columbus Day	Spring Break- Two Floating Holidays *
Thanksgiving Day	Good Friday
Day after Thanksgiving	Easter Monday
Day before Christmas through New Year's Day	Memorial Day
2017: Dec. 22-31, Jan. 1, 2018	
2018: Dec. 24-31, Jan 1, 2019	
2019: Dec. 24-31, Jan 1, 2020	

- 1. Any holiday that falls on a day other than a normal work day will be observed on a day as scheduled by the College.
- 2. In order to be eligible for holiday pay an employee must be on the active payroll of the College thirty (30) days and must have worked their full, regularly scheduled work day before and after the holiday, unless such absence is authorized. Under no circumstances will a unit member be eligible for holiday pay while on an unpaid leave of absence.
- 3. The College agrees to make space available for a commemoration of Veterans on Veterans' Day or the workday closest to same when Veterans Day falls on a weekend.
- 4. The college will remain open during Spring Break; however, each association member upon approval of supervisor will be permitted to take two paid days off during this time.

**ARTICLE VIII - SALARY**

A. Salary

1. Salary Increases

- a. The salary increases for the term of this agreement shall be:
  - 1. 2017-2018 2.5%
  - 2. 2018-2019 2.5%
  - 3. 2019-2020 1%
- b. Unit members not employed at the College for a full twelve (12) months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service.
- c. The parties recognize that the salary for some unit members may be externally funded on an alternate contract year basis. Those individuals shall receive that annual increase on the starting date of the individual's contract year.
- d. Unit members will be paid a semi-monthly salary in a manner consistent with all other levels at the College, on the 15<sup>th</sup> and 30<sup>th</sup> of a month
- e. Salary rates are computed using 2080 hours annual/24 pay periods for all 40 hour work week positions, and 1820 hours annual/24 pay periods for 35 hour work week positions. Time records are required for all employees to document hours worked, time off and overtime reporting.
- f. An adjustment may be made each year to certain individuals mutually agreed to by both parties.
- g. All increases in salary are awarded by the Board of Trustees upon recommendation of the President, N.J.S.A. 18:29-14.

2. Salary Ranges

The salary ranges for the job titles included in this unit are listed below. Unit members whose salaries fall below the minimum for their level shall have their salary adjusted to the minimum for their level as of July 1, 2017. In the subsequent years of this Agreement, unit members who, after receiving the stipulated increase for that year, are not at the minimum salary for their level shall have their salary increased to the minimum of the level. The following minimum and maximum salaries are effective July 1, 2017.

	<u>Minimum</u>		<u>Maximum</u>	
<u>Level</u>		<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
I	\$22,046	\$ 38,069	\$ 39,021	\$ 39,411
II	\$24,882	\$ 45,745	\$ 46,889	\$ 47,358

III	\$29,136	\$ 53,574	\$ 54,913	\$ 55,462
IV	\$33,327	\$ 61,094	\$ 62,621	\$ 63,247
V	\$,37,645	\$ 68,922	\$ 70,645	\$ 71,351

\*The retroactive salary increase will only apply to unit members who are currently employed by the college on May 22, 2018 when the contract was fully executed by all parties hereto.

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

3. Prorated Increases. Employees who have not been employed at the College for a full twelve months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service.
4. Longevity Bonus
  1. On July 1<sup>st</sup> of each subsequent year of this contract, unit members who have completed their third (3<sup>rd</sup>), fifth (5<sup>th</sup>), or fifteenth (15<sup>th</sup>) year of employment prior to July 1<sup>st</sup> shall receive a One Thousand (\$1,000) Dollar longevity bonus which will be added to base salary subsequent to the application of the designated percentage salary increase for that year.
  2. Unit members who attain ten years of employment by July 1<sup>st</sup> of any year of the contract period, shall receive a Two Thousand (\$2,000) dollar longevity bonus which will be added to base salary subsequent to the application of the designated percentage salary increase for that year. This longevity bonus will be added to base salary on July 1<sup>st</sup> following the year ten years is attained.
  3. Unit members who attain twenty (20) and/or twenty-five (25) years of employment by July 1<sup>st</sup> of any year of the contract period shall receive a Three Thousand (\$3,000) dollar longevity bonus which will be added to base salary subsequent to the application of the designated percentage salary increase for that year.

**ARTICLE IX - EVALUATION**

A. Annual Evaluation

Evaluations of the work performance of each employee will be conducted annually. The employee will be told when he/she is to be evaluated so that he will be aware that an evaluation is being conducted.

B. Evaluation Procedure

Evaluation reports shall be presented to each employee by his immediate superior in accordance with the following procedure:

1. The report will be addressed to the employee.
2. The report will be in written form.
3. The report will include the strengths of the employee, as evidenced during the period since the previous report.
4. The report will include any weakness of the employee, as evidenced during the period since the previous report.
5. Specific suggestions as to measures which the employee might take to improve his/her performance in any area, wherein weakness might have been indicated, and a specific time frame in which these weaknesses will be improved.
6. Improvements noted since the previous evaluation.

**ARTICLE X - SENIORITY, JOB SECURITY AND REDUCTION IN FORCE**

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

**ARTICLE XI - GRIEVANCE PROCEDURES**

A. Definitions

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

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

3. Party in Interest

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

B. Purpose

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

C. Time Limitations

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limitations specified may, however, be extended by written mutual agreement.
2. Where, pursuant to the procedure hereinafter set forth, the last day for filing a grievance falls on a Saturday, Sunday or legal holiday, the last day for filing shall automatically be the next succeeding work day.

D. Rights to Representation

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

E. Procedure

1. Level One - Supervisor  
A member with a grievance shall file it in writing with the immediate supervisor. The grievance shall be filed within thirty (30) working days of the time that the grievant knew or should have known of, the alleged occurrence.
2. Level Two – Vice President  
If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) working days after the presentation of the grievance, the grievant may file the grievance in writing with the appropriate Vice President within five (5) working days after the decision at Level One or twelve (12) working days after the grievance was presented, whichever is sooner.
3. Level Three - President of the College

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

4. Level Four – Advisory Arbitration

The grievant may request submission of the grievance to an impartial arbitrator within fifteen (15) days after a decision by the President. The arbitrator shall be selected by the New Jersey Public Employment Relations Commission in accordance with its Rules and Procedures. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedures. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his/her judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and Board. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

5. Level Five – Board of Trustees

- a. The appeal will be heard, in closed session, at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study the material. This means that the Board shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
- b. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
- c. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

6. If the Association is not satisfied with the disposition by the Board of Trustees, or if no disposition has been made within the period provided in Step IV, the Association may submit the grievance to arbitration within 30 working days before an impartial arbitrator. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the Public Employees Relations Committee (PERC) whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to advance in such arbitration proceeding any grounds or rely upon any evidence not previously disclosed to the other party. No more than one substantive issue may be submitted to the arbitrator in a case unless otherwise agreed upon in writing by both parties.

The arbitrator shall submit a written decision within 30 days of the hearing setting forth his/her findings of fact, reasoning and conclusions regarding the issue submitted. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. Reprisals

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

G. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the senior officer directly and the processing of such grievance shall be commenced at Level Two. If the Association is not satisfied with the decision it may proceed in accordance with the provisions of Paragraph "E", 3, 4 and 5.

2. Written Decisions

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

3. Forms

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

#### **ARTICLE XII - NON-ASSIGNMENT**

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

#### **ARTICLE XIII - EMPLOYEE RIGHTS**

A. All oral reprimands should be in private.

B. When a unit member will be receiving a written warning to be placed in their personnel file, the unit member is entitled to representation at the meeting. When an employee receives a written warning, then the employee, within five working days may provide his/her supervisor with a written response and the response will be included in the employee's personnel file. After one year of no further instances in regards to this matter, the employee may request the written warning be removed from his/her file.

- C. No member of the unit shall be discharged, disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

#### **ARTICLE XIV - MISCELLANEOUS**

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

#### **ARTICLE XV - DURATION OF AGREEMENT**

This Agreement shall become effective on the 1st day of July 2017 and shall continue in effect until the 30th day of June 2020.

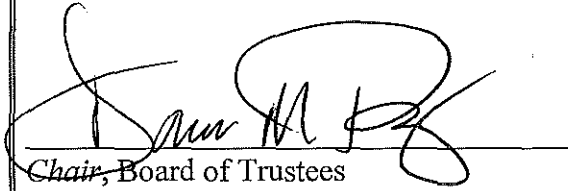


**ARTICLE XVI- SIGNATURES OF CONTRACT**

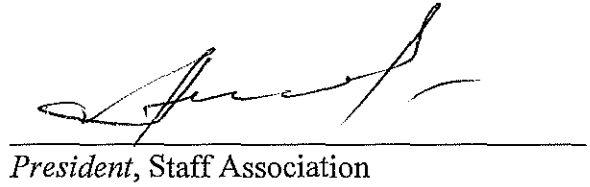
IN WITNESS WHEREOF, THE CUMBERLAND COUNTY COLLEGE STAFF ASSOCIATION, has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE, by its Chairman and Secretary, have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

CUMBERLAND COUNTY COLLEGE

CUMBERLAND COUNTY COLLEGE  
STAFF ASSOCIATION OF



Chair, Board of Trustees



President, Staff Association



Secretary, Board of Trustees



Secretary, Staff Association

6/21/18  
Date

6/21/18  
Date

