

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF CUMBERLAND COUNTY COLLEGE

AND

THE TECHNICAL ASSISTANTS ASSOCIATION

OF CUMBERLAND COUNTY COLLEGE

JULY 1, 2017 TO JUNE 30, 2020

T A B L E O F C O N T E N T S

ARTICLE I - RECOGNITION	1
ARTICLE II - NEGOTIATION PROCEDURE	1
ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	2
ARTICLE IV - BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES	3
ARTICLE V - CONDITIONS OF EMPLOYMENT.....	4
ARTICLE VI - BENEFITS	8
ARTICLE VII - SALARY.....	15
ARTICLE VIII - PROFESSIONAL DEVELOPMENT	16
ARTICLE IX - EVALUATION PROCEDURES	18
ARTICLE X - REDUCTION IN TECHNICAL STAFF	20
ARTICLE XI - CONTRACTS	20
ARTICLE XII - GRIEVANCE PROCEDURE.....	20
ARTICLE XIII - MISCELLANEOUS	24
ARTICLE XIV - DURATION OF AGREEMENT	25

ARTICLE I - RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Technical Assistants Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time technical personnel employed or hereinafter employed by the Board during the term of this contract. All other personnel shall be excluded.

The unit shall include Technical Assistants employed in the following categories:

Technical Assistant I
Technical Assistant II
Learning Assistant & Technician III
Teaching Assistant & Technician IV
Information Technology Support Specialist

In the event anyone excluded is assigned secondary duties which may be in the included category, he/she shall, however, remain excluded from the negotiation unit.

ARTICLE II - NEGOTIATION PROCEDURE

- 1.0 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which the Agreement expires.
- 2.0 The Board shall make available to the Association upon request a list of the names, technical ranks, 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.
- 3.0 The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals and make counter-proposals in the course of negotiation.
- 4.0 Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment on the effective date of this Agreement to persons covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any full-time benefit prior to its effective date.

- 5.0 When in the view of either party, an impasse has been reached on any issue, 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.
- 6.0 Negotiating sessions will be held during a mutually agreed upon time.

ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 1.0 Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that all full-time members shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the Technical Assistants herein recognized or to refrain from such activities. Pursuant to such rights, the Technical Assistants Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- 2.0 Nothing contained herein shall be construed to deny or restrict to any Association members rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members here-under shall be deemed to be in addition to those provided elsewhere.
- 3.0 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 at 2:00 p.m. A room shall be made available to the Technical Assistants 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.
- 4.0 The Association shall have the right to post notices of its activities and matters of Association concern.
- 5.0 Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this Contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

The Association's duly authorized representatives or members employed by the Board may be permitted use of the College facilities for meeting purposes at such time and place as will not interfere with, delay or defer any activity or function of the College. The Association may be permitted the use of the College internal mail and telephone systems.

- 6.0 The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities including religious and political activities, but these activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.
- 7.0 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, disability, creed, religion, color, national origin, age, sex, sexual orientation or marital status.
- 8.0 At any public Board Meeting, an Association representative will be recognized, appear on the agenda and be given the opportunity to address any issue he/she feels pertinent if notice of intent is filed with the President five working days prior to the date of the meeting.
- 9.0 Announcements of professional and technical position vacancies, new positions and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all unit members through email distribution.
- 10.0 Personnel Files

The official personnel file for each unit member shall be maintained in the Office of Human Resources. Unit members shall be permitted to inspect, copy from or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division/supervisor's office with a copy of the Office of Human Resources. Each unit member shall receive a copy of all annual evaluation materials. Access to the official personnel file will be facilitated by the Executive Director, Human Resources and or designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Disclosure of information as required by the Open Public Records Act (N.J.S.A. 47:1A-1), will occur as mandated by statute. Disclosure of information, as required by legal subpoena, will occur as demanded. The employee will be notified within three working days when any disclosure has taken place.

A unit member will be informed if a written criticism or complaint is placed in their personnel file.

ARTICLE IV – BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 1.0 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:
 - a. Full jurisdiction and authority over matters of policy.

- b. The executive management and administrative control of the College and its properties and the facilities of its employees.
 - c. 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.
 - d. To promote and transfer all employees subject to the provisions of this Agreement.
 - e. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
 - f. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
 - g. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
 - h. 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.
- 2.0 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.
- 3.0 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

- 1.0 Probationary Period for New Employees
- a. 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.
 - b. 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.
 - c. An employee may be terminated for unsatisfactory performance at the end of the probationary period.

d. All benefits and association rights remain during the probationary period.

2.0 Basic Work Schedule

The work week for unit members shall be thirty five (35) hours per week. The monthly schedule for each unit member shall be developed by the administration. If the monthly work schedule needs to be changed, a two week notice must be given to the concerned parties. It is understood that flexibility within coverage areas may be a necessity during the member's standard work schedule and, as such, is not subject to a two week notice period.

2.1 Level IV unit members assigned to teach in a classroom environment or laboratory section shall teach a maximum of 15 credit hours each Fall Semester and a maximum of 15 credit hours each Spring Semester. During the summer semesters, which are to include Summer Session I, Summer Session II and Summer Session III and IV, the unit member shall teach a maximum of 9 credits throughout the entire summer. The unit member shall not be required to teach during the Winter Semester.

2.2 In addition to the Level IV member's teaching responsibilities, the unit member is also responsible for providing laboratory support for the remainder of the unit member's work load which shall be determined by the immediate supervisor.

3.0 Compensatory Time

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

4.0 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. If you are unable to flex your daily schedule due to personal obligations, you will need to take the appropriate amount of vacation, personal, or compensatory 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 1st, in which event the summer work hours will be revised accordingly.

5.0 Evening Assignments

The basic work assignment for unit members may include up to two (2) evenings per week during the fall and spring semesters and two (2) evenings per week during the summer sessions. No unit member will be assigned more than a five (5) day week, and days off will be consecutive after a five (5) day week. Exceptions may be made with prior written consent of the unit member.

6.0 Supplemental Teaching

6.1 Qualified unit members who are employed to teach in a traditional classroom setting will teach no more than one overload during normal working hours and time needs to be made up. Qualified unit members who are employed to teach in a traditional classroom setting or a self-paced laboratory course where an actual grade is issued shall be paid an overload on the basis of:

2017-2018	\$875 per contact hour (same as Faculty rate)
2018-2019	\$875 per contact hour (same as Faculty rate)
2019-2020	\$900 per contact hour (same as Faculty rate)

Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.

6.1.1 Overload support lab coverage shall be compensated at a clock hour rate.
 The clock hour rate for 2017-2019 is \$29.63
 The clock hour rate for 2019-2020 will be calculated based on the \$900 contact hour rate

6.1.2 Prorated Compensation for Elected Supplemental Teaching

If the cancellation of an overload section is contemplated due to insufficient enrollment, and it is educationally feasible, the Vice President may offer the qualified unit members the opportunity to teach the course; possibly on a directed study basis according to the following reduced overload compensation schedule:

	Students Enrolled							
	1	2	3	4	5	6	7	8
% of Overload Contact Hour	20%	30%	40%	50%	60%	70%	80%	90%

Payment of the prorated overload compensation shall be made at the mid-term and at the end of the semester upon receipt of the final grades. Final decision as to the overload shall rest with the Vice President.

At the discretion of the Vice President of Academic Affairs and Enrollment Services, and in consultation with the appropriate division Dean, it may be appropriate for required program courses with low enrollment to be offered at an adjusted compensation level up to full compensation

6.2 Consistent with the needs of Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, qualified unit members will ordinarily be given due and proper consideration for credit course assignments. The policy of Cumberland County College is that adjunct faculty shall not deny qualified unit members the right to teach an overload. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees. However, faculty and technical assistant members shall be notified of overload opportunities and be given first opportunity to fill these positions. Previous policy sets maximum load at twenty-one (21) contact hours, including overload. The Administration reserves the right to make exception either above or below the twenty-one (21) hours in accordance with contract stipulations. The Administration shall give an explanation and justifications for its actions.

6.3 Distance Education

Unit members will not have the right of first refusal for Distance Education courses. Administration has the right to select the individual to teach any Distance Education course.

6.4 Program Coordinators/Special Project Assistants

Compensation for program coordinators/special project assistants shall be up to 2.0 contact hours per academic semester (fall and spring). Upon agreement from the Administration, with proper justification, one contact hour may be given for coordination responsibilities performed during the summer months. This compensation shall be in the form of salary or release time as designated by the Administration. A unit member shall be free to accept or reject a position as program coordinator or special project assistant.

6.5 Off-Campus Teaching Assignments

Unit members may be assigned to off-campus assignments whenever it is deemed necessary by the Administration. Unit members will not be unilaterally given assignments at a Prison. Assignments at a Prison will only be given with the prior written consent of the unit member.

7.0 Office Hours

TAs members shall maintain at least one office hour for every three (3) contact hours in load in a semester. In the event that no appointments are scheduled during any consultation period, the unit member may proceed with other work on campus, but shall be available by telephone, and return to the TA's office for consultations. TA teaching in load distance education courses during any semester can maintain one (1) office hour online for distance education per week for every three (3) in load distance education contact hours in a semester.

Technical Assistant members who teach overload shall include their in-load office hours in the syllabi of their overload courses.

8.0 Participation in College-Wide Activities

Unit members shall participate in college-wide activities, including but not limited to institutional effectiveness, governance councils and search committees.

9.0 Overtime

All overtime must be approved in advance. Unit members whose extra duties, responsibilities or assignment causes them to work more than 35 hours per week shall be paid time and one-half for all hours worked beyond thirty-five. At the unit member's sole discretion, overtime may be taken as compensatory time at the rate of time and one-half or as overtime pay at the rate of time and one-half.

9.1 Overtime compensation shall be paid for all hours worked above and beyond the unit member's normal 35 hour week. This compensation shall not apply to any other work assignments where another rate of pay applies (i.e., overload, adjunct continuing education, coordinators responsibilities, coaching or other assignments which have specific pay rates) and the unit member has the right to accept or refuse the assignment.

9.2 Unit members that work on a college holiday as defined in Article VI – 14 (Paid Holidays) of the contract at the request of the immediate supervisor will be paid at one and one-half rate plus holiday pay.

10.0 An electronic copy of the Policies and Procedures Manual and all related attachments will be available on the college's web site.

11.0 Unit Work Level

Unit shall include Technical Assistants employed in the following categories:

Level I – Technical Assistant I

Level II - Technical Assistant II
Level III - Learning Assistant and Technical Assistant III
Level IV - Teaching Assistant and Technical Assistant IV

12.0 Graduation

Unit members with a Bachelors degree or above may participate in commencement exercises Academic regalia will be provided by the College.

ARTICLE VI - BENEFITS

1.0 Sick Leave

1.1 A unit member who is absent from duty because of illness is allowed sick time each year without deduction in pay on the following basis:

Twelve month employee - 15 working days sick leave per year

1.2 Association members may apply to use accrued sick leave to care for a family member up to three (3) consecutive days per occurrence. Family shall be interpreted to include legal domestic partnerships, father, mother, children, spouse, domestic partner (proof of relationship/cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Association member. After three (3) consecutive days, the Association member may apply for consideration to use time under NJFLA (New Jersey Family Leave Act).

1.3 Although sick leave may not be credited during a leave of absence, unit members do not lose accumulated sick leave while on leave of absence.

1.4 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;
- b. retirement of the unit member;
- c. leaving the institution in good standing after 20 years of service prior to retirement.

The severance payment shall not exceed the maximum of \$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 supplemental compensation 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.

1.5 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.

2.0 Bereavement

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

3.0 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. In the event of an unforeseen emergency, personal leave may be granted without prior approval. In the event of an unforeseen emergency, the Technical Assistant is responsible for contacting their immediate supervisor or dean who will then arrange coverage.

The technical assistant with teaching responsibilities is completely and professionally responsible for providing coverage or an appropriate assignment for the class.

4.0 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.

5.0 Leave of Absence

5.1 Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any unit member upon application for the purposes of advanced study if, in the opinion of the President and the Board of Trustees, such study shall benefit the College as well as the individual. Upon application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in Leave Agreements.

5.2 Military Leave

All provisions of the State and Federal Leave detailing military training in the armed forces of the United States shall apply.

5.3 Family and Medical Leave

All provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to unit members.

5.4 Sabbatical Leave

Sabbatical leave shall be granted by the Board subject to the following conditions:

- a. A unit member must have completed seven (7) years of continual service to Cumberland County College.
- b. The leave must be applied for at least one year in advance where possible (i.e., the unit member may apply in the seventh year), with the specific study or research clearly stated in the application submitted to the appropriate dean.
- c. Leave may be one-half contract year or one full contract year in duration. Full salary shall be paid for one-half leave and one-half salary for a full contract year leave.
- d. Failure to follow the approved plan for a sabbatical leave shall result in the unit member repaying the College for the salary and benefits received during the time of the leave.

6.0 Less than 12 Month Employees

For unit members employed for less than 12 months, vacation, sick, personal and salary will be prorated accordingly.

7.0 Insurance Programs

7.1 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:

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 Management Team.

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.

7.2 Dental Insurance

The Board shall provide to the unit member, and eligible dependents, a three level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan equivalent to the aforementioned plan. Unit 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.

7.3 Optical Benefits

The Board shall provide to the unit 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. Upon request of the member the amount may be instead carried over to the following year to provide a \$700 benefit. If the carry over benefit is not used, the carry-over benefit is lost for that year to the member.

7.4 Income Protection

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 unit member per year. 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.

8.0 Health Services

Any healthcare examinations and immunizations required by the Board shall be done at the expense of the Board.

9.0 Tuition Remission

Tuition (excluding fees) shall be waived for the unit member, their spouse and dependent children (living in the household, up to age 23) 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. Only employees may 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 Association member, the surviving spouse and dependent unmarried children up to the age of 23 shall continue to receive the tuition remission benefit. This benefit terminates for the spouse, upon the remarriage of the spouse; however, the Association member's children shall continue to receive this benefit up to age 23.

10.0 Mini-Grant Fund

Subject to the availability of funds as determined by the Board, there shall be established an annual Mini-Grant Fund of two thousand (\$2,000) to fund the development of specific innovative projects by the unit members throughout the year. The maximum grant to a unit member for a single project shall be one thousand dollars (\$1000). The processing of grant proposals shall be done by the Professional Development Council to the President. The decision of the President is final and not subject to the Grievance Procedure of the Agreement.

11.0 Vacation Leave

11.1 Each employee in the unit covered by this Agreement shall be entitled to the following vacation 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 appointment):

- a. One (1) through five (5) years of service - twelve (12) vacation days per year.
- b. Six (6) through ten (10) years of service - fifteen (15) vacation days per year.
- c. Eleven (11) or more years of service - twenty (20) vacation days per year.

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

11.3 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.

11.4 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).

12.0 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	

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.

- 12.1 Any holiday that falls on a day other than a normal work day will be observed on a day as scheduled by the College.
- 12.2 Employees who are required to work on a holiday will be compensated at the rate of one and one-half times their daily rate of pay or receive time off equal to one and one-half days for each holiday worked. Employees required to work on days when the college is closed due to snow or other emergency will be paid at a rate of time and one-half for the actual hours worked.
- 12.3 The College will remain open during Spring Break; however, each association member upon approval of supervisor will be permitted to take their two paid Floating holidays off during this time.

13.0 Development Days

Unit members will attend development days. All labs and offices will be closed to students during development days in order to allow unit members to attend development day workshops.

14.0 Prep Time

For those members of the Technical Assistants Association who have instructional student contact (i.e. individualized instruction or lab presentations) that may warrant preparation time, the following guidelines have been established:

- 14.1 It is the responsibility of the Technical Assistant to meet with their immediate supervisor to request and justify prep time. A schedule for this prep time will be mutually agreed upon. For Technical Assistants working in labs with students, Prep Time will be scheduled at times other than when the students are present in that particular lab.

- 14.2 Approval of Prep Time will normally be considered for instructional responsibilities such as those requiring self-training on new instructional software; exploring new instructional materials for possible adoption; ongoing individualized or group instruction; planning and development of special lab activities or required workshops; developing and/or revising syllabi.
- 14.3 Under no circumstances will Prep Time be approved for normal day to day job responsibilities except as defined in Number 14.2 above.
- 14.4 Prep Time would be scheduled on a weekly basis in blocks of time no less than sixty (60) minutes according to the following scale:

<u>Instructional Contact Hours</u>	<u>Prep Hours</u>
29-35	5
22-28	4
15-21	3
8-14	2
2-7	1

- 14.5 Prep Time must be completed on campus.
- 14.6 All requests for Prep Time must be requested and approved on the appropriate form.
- 14.7 Final approval of any Prep Time lies with the appropriate Dean.
- 15.0 Travel for Conferences, Professional Meetings

As budget permits, travel funds will be allocated to be used for attendance at job related conferences and meetings. College travel policy provisions apply.

ARTICLE VII - SALARY

1.0 Salary Ranges

The following salary ranges shall apply to all members of the Technical Assistants Association as of July 1, 2017:

Salary Guide Level		Minimums 2017-2020	Maximums 2017-2018	Maximums 2018-2019	Maximums 2019-2020
4	Level I	\$33,327	\$61,094	\$62,621	\$63,247
5	Level II	\$37,645	\$68,922	\$70,645	\$71,351
6	Level III	\$41,900	\$76,904	\$78,827	\$79,615
7	Level IV	\$46,089	\$84,580	\$86,695	\$87,562

- 1.1 Unit members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
- 1.2 A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make them eligible. The President may recommend employment at any rank or below the level of the noted qualifications.
- 1.3 The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

2.0 Salary Increases

The salary increase for 2017-2018 will be 2.5% *Retroactive from July 1, 2017
The salary increase for 2018-2019 will be 2.5%
The salary increase for 2019-2020 will be 1.0%

- 2.1 In the event a unit member has not reached the minimum for their level after the July 1st increase, the salary will be adjusted to the minimum.
- 2.2 The above-stated salary increases will be paid to each unit member, employed as a unit member on June 30th of the prior academic year, provided the salary maxima stated in Section 1.0 are not exceeded.
- 2.3 All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18:29-14).
- 2.4 The retroactive salary increase will only apply to unit members who are currently employed by the college June 22, 2018 at the time the contract is fully executed by all parties hereto

3.0 Prorated Increases for New Hires

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

4.0 Longevity Bonus

Unit members shall receive Longevity Bonuses as an adjustment to base salary upon the occurrence of each of the following:

Years of Completed Service

3 years	\$1,000
5 years.	\$500
10 years.	\$500
15 years.	\$500
20 years.	\$1,500
25 years.	\$1,500
30 years.	\$1,500

Upon completion of the designated years of service, the Longevity Bonus will be added to base salary subsequent to the application of the designated percentage salary increase for the subject contract year.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

The parties agree that unit members should have the opportunity to improve their position within the institution. In some cases improvement may result from moving from one unit level to another level while in other situations improvement may result in movement from the Technical Assistant level to a position as a faculty member, counselor or administrator. The obligation to acquire the qualifications for advancement rests with the unit member. The Board will assist in this endeavor as follows:

1.0 Compensation for Undergraduate and Graduate Work

The Board of Trustees, upon the recommendation of the President, will compensate unit members currently in the service of the College for undergraduate and/or graduate work provided the following conditions are complied with:

- 1.1 Prior to enrollment in a course, members will obtain approval of the President.
- 1.2 Successful completion of the approved course with "credit" or a mark of a "B" where letter grades are assigned, official evidence of a grade report be transmitted to the office of the President of the College by the registrar of the university or college in which the course is taken.
- 1.3. Commencing with July 1, 2017, tuition reimbursement shall be limited to the sum of \$5,000 per year with a lifetime cap of \$20,000. Any credit hours for which the unit member was compensated prior to July 1, 2017, shall not be included in determining the lifetime cap of \$20,000.
- 1.4 Unit members shall receive a twenty (20%) percent tuition refund on enrollment in on-campus courses offered through the University Partner Program. Successful

completion as defined in 1.2 applies. This reimbursement will not reduce the annual tuition reimbursement of \$5000.

- 1.5 Unit members may receive additional reimbursement as an advance of up to \$15,000 subject to 1, 2, and 3 above. Future year's annual limit can be applied to this advance or taken as reimbursement subject to 1, 2, and 3 above. If employment is terminated for any reason and an Association member has an outstanding advance balance, such balance becomes immediately payable to the College. However, if termination of employment is at no fault of the Association member, i.e., elimination of a position due to reorganization or layoffs due to budgetary constraints, the Association member will not be responsible for paying back the remaining advance balance that would otherwise be due. At no time can the total advanced amount to any member exceed \$15,000.

2.0 Compensation for Educational Attainment

Compensation will be provided for Association members who earn an approved degree or certification above the minimum required for their position during their employment at Cumberland County College. Association members will obtain the approval of the President.

1. \$500 for an Associate's Degree, and
2. \$750 for a Bachelor's Degree, and
3. \$1,000 for a Master's Degree, CPA, PE or for a specialty certification generally considered equivalent to a Master's degree in effort, requiring approximately 450 hours of preparation and instruction, and
4. \$2,000 for an earned doctorate.

Such amounts will be added to the base salary, to take effect 30 days after degree is granted and after any percentage changes.

3.0 Other Study

Upon application to the President, the Board may approve an honorarium of up to \$200 per unit member for additional studies. The application shall contain the purpose to the individual's Professional Development plan, and a timetable for performing the activities. During the life of this contract, the Board shall allocate \$1000 per year.

ARTICLE IX - EVALUATION PROCEDURES

The evaluation procedure is intended to support and encourage career development. It is part of an ongoing process of continuing communication, support and monitoring. The centerpiece of the

procedure is an annual performance appraisal of each Technical Assistant which is directly tied to the principal accountabilities in the job description.

1.0 Performance Appraisal Procedure

The annual performance appraisal period is from July 1 to June 30 of the following year. The performance appraisal form is to be used for the process. Listed below are the steps to be followed in using the form.

A. Development and Approval of Performance Objectives and Measures (At the beginning of the annual appraisal period)

1. The Technical Assistant lists the position accountabilities and develops tentative performance objectives to be achieved during the appraisal period. The objectives should tie into overall institutional goals. The Technical Assistant is encouraged to give preference to the proposal of developmental rather than maintenance objectives. The Technical Assistant also develops tentative measures to be used to evaluate the completion of the performance objectives at the end of the appraisal period.
2. Generally within 20 working days of the completion of the annual performance appraisal for the previous appraisal period, the Technical Assistant and the Supervisor meet for a review of the performance objectives and the measures as proposed by the Technical Assistant. After any necessary changes, the performance objectives and measures are approved by the Supervisor. The final proposal shall then be reviewed and approved by the Management to whom the Supervisor reports.

B. Appraisal of Results Achieved

1. During the month of July, the Technical Assistant presents the Supervisor with a draft description of the results achieved regarding each performance objective.
2. Within five working days, but not more than ten days, the Technical Assistant and the Supervisor meet for a review of the results achieved. After any necessary changes, a description of the results achieved is approved by the Supervisor.
3. Within two working days, but not more than five days, the Supervisor presents the form to the Technical Assistant with the approved description of results achieved and the Supervisor's general comments, signature and date signed.
4. Within two working days, but not more than five days, the Technical Assistant returns the form to the Supervisor with the Technical Assistant's general comments (if desired), his/her signature and date signed. The Technical Assistant is not required to make general comments.

2.0 Observation

In order to facilitate the professional development of Technical Assistants, the evaluation process will include at least one observation of the Technical Assistant by the Supervisor. This is a three-phase process wherein the Supervisor and the Technical Assistant first meet to plan the observation, the observation is carried out and, finally, both parties assess the results. When possible, activities involving student interaction should be selected for observation. Specific tasks with identifiable procedures and measurable outcomes should be considered for those positions where little or no student contact takes place.

- A. Phase I - Pre-Observation Conference
The Technical Assistant and the immediate Supervisor meet prior to the scheduled observation. After reviewing previous supervision activities, the Technical Assistant proposes which activity(s) should be observed and suggested time lengths; modifications or special attention items can be discussed. Perspective roles and activities are agreed upon.
- B. Phase II - The Observation
The Supervisor will observe the activity and prepare written comments relative to the observation. These comments will be given to the Technical Assistant as soon as possible after the conclusion of the observation. No discussion of the activity should take place at this time.
- C. Phase III - Post-Observation Conference
The Supervisor and Technical Assistant then meet as soon as possible to review the observation and discuss the Supervisor's written comments. Areas of improvement should be agreed upon and suggestions and alternatives to strengthen these areas should be offered; areas of strength should be identified and reinforced. The future supervisory sequence, including possible additional observations, should be decided on at this time. Following this conference, the Supervisor prepares summary comments relative to the observation. The written observation and summary comments are retained by the Supervisor for possible use in preparing the annual performance appraisal. A copy is provided to the Technical Assistant.

ARTICLE X - REDUCTION IN TECHNICAL STAFF

In the event that reduction in staff becomes necessary, the order of dismissal shall be on the basis of reverse seniority within the identified college unit for reduction with regard to the number of years employed by the College subject to an employee possessing the requisite certifications or other qualifications needed for the position available due to the reduction in staff.

ARTICLE XI - CONTRACTS

Reappointment letters will be given in writing and postmarked within 5 business days following the March Board of Trustees meeting. Non-reappointment letters will be given in writing and postmarked within 5 business days following the February Board of Trustees meeting for all unit members.

This does not include notice to grant-funded individuals. All grant-funded individuals are employed by the terms and conditions specified in their individual contracts established in conjunction with the College and funding agency.

Said contracts are to be signed and returned to the Board of Trustees no later than April 15th.

A college-funded unit member will not be arbitrarily transferred into a grant-funded position without prior approval of the employee.

ARTICLE XII - GRIEVANCE PROCEDURE

1.0 Purpose

A grievance procedure is established to provide an orderly and sequential process whereby employees are able to grieve the interpretation, application or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

2.0 Definitions

- 2.1 College Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.
- 2.2 Employee: Any individual in the bargaining unit recognized in Article I.
- 2.3 Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this Agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.
- 2.4 Grievance: A formal charge alleging a violation, misinterpretation or misapplication as defined in "1.0" above.
- 2.5 Immediate Supervisor: The person to whom a grieved employee is directly responsible under the table of organization prevailing at the College.
- 2.6 Association: Technical Assistants Association of Cumberland County College.
- 2.7 Designated Administrator: In terms of this contract, the term shall refer to the appropriate Dean or Senior Staff member.
- 2.8 Working Day(s): Any day that the College is open. Excluded are official College holidays and weekends.
- 2.9 Grievant: Person filing complaint or grievance.

3.0 Exclusions

The grievance procedure shall not apply to the following:

- 3.1 Failure or refusal of the Board to renew the contract of an employee not under tenure.
- 3.2 Decisions of the President in exercising his discretion concerning a request for any leave.
- 3.3 Any matter herein expressly made non-grievable.

4.0 Procedures - Informal - Step I

- 4.1 A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period shall be deemed to constitute an abandonment of the complaint.
- 4.2 The complaint shall be presented by the employee to his/her immediate supervisor. This complaint shall be in writing.
- 4.3 After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
- 4.4 People present at the hearing shall be the following:
 - a. Person filing the complaint (grievant);
 - b. Association representatives (President and/or grievance officer);
 - c. Immediate supervisor;
 - d. College representative (contract administrator).
- 4.5 The purpose of this hearing is to settle the complaint in an informal manner between the parties.
- 4.6 The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
- 4.7 If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the appropriate Dean or Senior Staff member. This appeal shall be in writing.

5.0 Procedures - Formal - Step II Vice President

5.1 Upon the receipt of the grievance appeal, the Vice President shall convene a hearing within five (5) working days.

5.2 People present at the hearing shall be:

- a. Person filing the grievance (grievant);
- b. Association representative;
- c. Immediate supervisor;
- d. Board representatives.

5.3 After the close of the hearing, the Vice President shall render a decision within five (5) working days.

5.4 Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

6.0 President - Step III

6.1 If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file the grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

7.0 The Board of Trustees - Step IV

7.1 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.

7.2 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.

7.3 At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

8.0 Binding Grievance Arbitration – Step V

8.1 The grievant may request submission of the grievance to an impartial arbitrator within thirty (30) working days after a written and dated decision is received by the Technical Assistant's member from the President. The arbitrator shall be selected by the New Jersey Public Employment Relations Commission in accordance with its Rules and Procedures. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. The decision by the arbitrator, including awards, shall be final and binding upon both parties. The costs of the arbitrator shall be borne equally by the Association and Board.

9.0 General Provisions

- 9.1 The number of days indicated at each step of this grievance procedures shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.
- 9.2 No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
- 9.3 A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the unit as a whole, the grievance may be processed as a grievance of the Association.
- 9.4 Parties named in the grievance or unit or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
- 9.5 All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
- 9.6 No reprisals shall be taken against any unit member for initiating or participating in any grievance. 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.
- 9.7 At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the President of the Technical Assistants Association for inclusion in the grievance files. A common file number

shall be assigned by the parties to each grievance for purposes of control and record keeping.

- 9.8 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
- 9.9 In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

ARTICLE XIII - MISCELLANEOUS

- 1.0 This Agreement shall be subject to ratification by the members of the Association and by the Board of Trustees.
- 2.0 Copies of this Agreement shall be provided to the association member by its Officers. An electronic copy will also be available online at the College's webpage.
- 3.0 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- 4.0 **Changes in Ownership or Control**
The College agrees that if there is any transfer of ownership or control from the college to any other entity during the term of this Agreement, it will advise the entity of advantages of dealing with the Association, and will exercise its best efforts to convince the entity to accept the terms and conditions of employment contained in this agreement.
- 5.0 **NOTICE**

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

- 5.1 in the case of a unit member, if sent by mail to the last reported residential address registered in the Office of Human Resources;
- 5.2 in the case of the Board, if sent by certified mail to Board of Trustees, Cumberland County College, P. O. Box 1500, Vineland, New Jersey 08362 – 1500; and,
- 5.3 in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is


required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

ARTICLE XIV - 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.

IN WITNESS WHEREOF, the TECHNICAL ASSISTANTS ASSOCIATION OF CUMBERLAND COUNTY COLLEGE 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 CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be place here on.


CUMBERLAND COUNTY COLLEGE

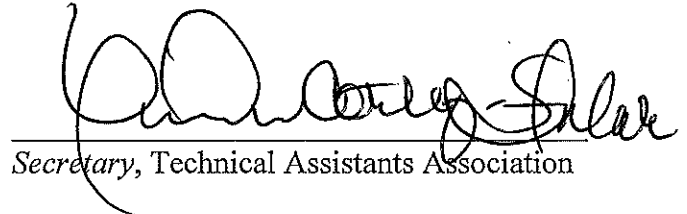

Chair, Board of Trustees


Secretary, Board of Trustees

6/21/18
Date

TECHNICAL ASSISTANTS
ASSOCIATION OF CUMBERLAND
COUNTY COLLEGE


President, Technical Assistants Association


Secretary, Technical Assistants Association

6/21/18
Date

