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PREAMBLE

This Agreement is made by and between the Board of Trustees of Essex County College, a public non-profit educational institution in the City of Newark (hereinafter referred to as the "Board" or the "College"), and the Essex County College Professional Association (hereinafter referred to as the "Association").

WHEREAS, it is agreed and acknowledged by both parties that the College is operating a non-profit educational institution, and

WHEREAS, it is the desire of both parties to this Agreement to work together to establish mutually satisfactory conditions of employment and to continue harmonious relations, and further that every effort shall be made to maintain the academic atmosphere, and

WHEREAS, the Association recognizes that the successful operation of the College depends in part on the regularity and promptness of employees' attendance and the Association shall assist the College in achieving this objective, and

WHEREAS, it is the intent and purpose of both parties that this Agreement is to promote and improve the mutual interests of the College and its employees and to avoid interruptions and interferences with service to the College, its students and the community and to set forth herein their agreement of employment,

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION - THE COLLECTIVE BARGAINING UNIT

(A) <u>INCLUDED</u>:

The Board of Trustees of Essex County College hereby recognizes the Essex County College Professional Association as the exclusive bargaining representative as designated in Chapter 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974, for all Professional personnel presently employed or hereafter employed by the Board who are in the titles listed in Appendix A.

(B) <u>EXCLUDED</u>:

Excluded shall be all employees in those job classifications or titles directly covered by other collective bargaining agreements currently in existence by and between the College and other collective bargaining agents together with confidential employees, students, part-time employees working less than twenty (20) hours per week, and temporary employees.

Also excluded shall be the following current confidential job titles:

Executive Assistant Human Resources Benefits Specialist Human Resources Manager Human Resources Services Coordinator Investigator Junior Public Information Writer Office Manager Office Specialist Payroll Junior Officer Payroll Manager Payroll Officer Public Relations News Writer Senior Public Information Writer Senior Writer Supervisor - Dispatcher Word Processing II Manager

(C) Unit members whose salaries or any part thereof are derived from federal, state, private or other grants shall be termed "grant funded". Their terms and conditions of employment shall be the same as those of other bargaining unit members, except as set forth in this Agreement.

(D) <u>SUBSEQUENT CLASSIFICATIONS</u>:

1. The College shall reserve the right to include or exclude any job title, classification or category from the bargaining unit as defined by the Agreement. However, the College shall notify the Association concerning any inclusion accompanied by the job description of the affected title(s) consistent with Appendix "A", simultaneous with the posting of the position and any exclusion. The Association shall reserve the right to meet on request with the Director of Human Resources and should the Association fail to agree to the inclusion or exclusion, the Association may submit the matter to the Public Employment Relations Commission (PERC) for clarification in accordance with PERC rules and regulations.

2. Pending a resolution of the dispute, the College shall be free to determine the rate of pay, hours of work and other terms and conditions of employment with respect to the disputed classification. Notification of said action shall be provided to the Association in writing.

In any classification dispute resolved by the Public Employment Relations Commission, PERC shall also decide which terms and conditions of employment, if any, shall be made retroactive to an employee's date of hire.

ARTICLE 2

DEFINITIONS

(A) The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.

(B) The term "College" as used in this Agreement shall refer to Essex County College.

(C) The term "Association" as used in this Agreement shall refer to the Professional Association of Essex County College.

(D) The terms "negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article I of this Agreement.

(E) The terms "Employee" or "Member" as used hereinafter in this Agreement refer only to such persons who are at the time in question within the titles, classifications or categories listed in Appendix "A" or Appendix "B". (F) The term "Regular Full-Time Employee" shall refer to those nonprobationary employees who normally are scheduled to work thirty-five (35) hours per week. Such employees are entitled, where eligible, to all fringe benefits provided herein.

(G) The term "Regular Part-Time Employee" shall refer to those nonprobationary employees who are normally scheduled to work less than thirty-five (35) hours per week but at least twenty (20) hours per week. Such employees shall receive, where eligible, the fringe benefits provided herein but on a pro rata basis.

(H) The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months and who, at the time of hire, are given a specific termination date. The three (3) month period may be extended by the College up to a maximum of six (6) months.

(I) The term "Dependent Child" shall be defined as per the current Internal Revenue Code of the United States.

(J) Agreement - The term agreement shall refer to the entire contract between Essex County College Board of Trustees and Essex County College Professional Association, currently in effect.

(K) PERC - The term "PERC" as used in the agreement shall refer to the Public Employee Relations Commission.

ARTICLE 3

NEGOTIATION OF SUCCESSOR AGREEMENT

(A) The Association and the Board agree to conduct negotiations in a professional and informal manner in accordance with Chapter 303, Public Law of New Jersey 1968 as amended by Chapter 123, Public Law 1974. These negotiations bear upon matters concerning terms and conditions of employment for all members of the bargaining unit.

(B) Each party shall make a good faith effort by November 15 of the year preceding the date that this Agreement expires, to inform the other party of its intention to initiate negotiations over a successor agreement.

(C) Such negotiations shall begin not later than December 15 of the year preceding the date this Agreement expires. Each party shall be entitled, during negotiations, to make proposals and counter-proposals.

(D) Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board for adoption and to the Association for ratification.

ARTICLE 4

SCOPE OF AGREEMENT

(A) The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right, are set forth in this Agreement.

(B) The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties. The College shall make no changes in terms and conditions of employment without prior discussion and, where appropriate, negotiation with the Association.

(C) This Agreement shall supersede any rules, regulations or practices of the Board with respect to terms and conditions of employment which are contrary to or inconsistent with its terms.

ARTICLE 5

EFFECT OF CONTRACT

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rate of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties. The College shall not be bound by anything not expressed in writing herein. No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

ARTICLE 6

BOARD RIGHTS

(A) Notwithstanding any provision of the Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and all local, state and federal laws.

(B) The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board. The Board agrees that it shall make no changes in terms and conditions of employment without consultation and/or negotiations, where appropriate, with the Association.

(C) The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the term of this Agreement and Public Law 303, New Jersey Public Law of 1968 as amended by Chapter 123, Public Law 1974.

(D) Where any provision of this Agreement is in conflict with the laws of the State of New Jersey, such law shall prevail.

ARTICLE 7

PUBLIC MEETINGS OF THE BOARD OF TRUSTEES

A representative of the Association who is a member of the unit shall be afforded time off with pay, to attend all public sessions of the Board. The Association representative shall be provided with a copy of the public Board packet for each meeting, consisting of the agenda, action sheets, and minutes of the prior meeting. The public Board packet shall be provided to the Association representative at the same time it is made available to the members of the President's cabinet.

ARTICLE 8

OTHER BENEFITS AND RIGHTS

(A) Except where applicable provisions of law render the following clause illegal or invalid, there shall be no increase or decrease in a Professional employee's salary as fixed pursuant to this Agreement without the express written approval of the Board and the Association.

(B) Members of the Association, as certified to the Director of Human Resources by the President of the Association, who are employed at the College, shall be permitted one (1) hour per month, between the hours of 9:00 a.m. and 4:00 pm., to transact official Association business if there is no interruption of normal College operations.

The duly elected officers and Executive Board Members of the Association shall be permitted two (2) hours per month, between the hours of 9:00 a.m. and 4:00 p.m., to transact official Association business if there is no interruption of normal College operations.

Subject to the approval of the President, or designee, duly elected delegates for the Association shall be allowed leaves of absence, without loss of pay, to attend local and national NJEA/NEA conferences/training programs].

(C) The College agrees that it shall provide each member and each new member with a copy of this Agreement. The Association shall receive a minimum of 10 copies of this agreement.

(D) An employee shall be given reasonable opportunity to review the contents of their personnel file during working hours upon at least one day's notice to the Human Resources Department. A form shall be signed by the employee indicating that the employee has reviewed the file.

1. The following material contained in the personnel file shall not be made available to the individual:

(a) Character and job references from outside sources which deal with matters prior to employment with the College.

(b) Placement records which contain references from outside sources.

(c) Transcripts restricted by the sending

institution.

2. Employees may make one (1) copy of each item contained in their files that is not of a confidential nature as detailed in Article 8, Section (D) above. An employee may prepare a written response to any such item in the file and such response shall become part of the file.

(E) Parking, at no cost to the employee, shall be provided on a first come, first served basis in an employee parking lot designated by the College. The employees shall be required to comply with all parking regulations established by the College.

1. Employees who use their personal automobiles on a regular basis to facilitate the function of their positions have the right to load and unload materials from their vehicles in the "A" parking lot, provided that they do not interfere with the normal activities in lot "A".

2. Employees required to travel, using their personal automobile, shall be reimbursed at the state rate.

(F) All members of the unit have the right to apply for attendance at job-related professional organization annual conferences, workshops, seminars, or other training conferences, subject to prior approval by the College. To the extent deemed job-related and budgetarily possible, in the opinion of the appropriate Dean or managerial executive, or their respective designee(s), the College shall pay all or part of conference expenses, including, but not limited to, transportation and lodging. Where the College requires such attendance, the College shall pay all expenses. Where the employee requests to attend, and the College offers to pay any part of the expense, the employee may decline to attend.

(G) Whenever any employee in the bargaining unit is scheduled to participate during working hours in a mutually agreed upon Grievance Proceeding, negotiation session and/or labor related matter, or meetings of College committees (College Council, etc.), or meetings scheduled by the President of the College or the Board, the employee shall suffer no loss of pay.

(H) The College shall provide the Association with a file cabinet at no charge to the Association, and an internal telephone with access to New Jersey area codes. The Association shall be responsible for payment of all telephone charges. In addition, the College shall designate a room as an office for the Association, at no charge.

(I) The College shall provide the Association President, on a quarterly basis, with a list of all positions in the unit and a list of all current employees and all newly hired employees within the unit.

(J) Unit members who are required to work beyond their normal work day (7 hours) and normal work week (35 hours) by their immediate supervisor and/or Area Head or their respective designee shall receive compensatory time off at straight time basis. Compensatory time taken shall be approved in advance by the immediate supervisor and Area Head or their respective designee.

(K) Employees may use the Physical Education athletic facilities, including weight room at no cost, when available, subject to applicable regulations governing such use.

(L) Vacancies, new positions and promotional opportunities shall be posted on appropriate bulletin boards, and copies of such postings shall be sent to the Association President. Such postings shall include, but not be limited to, the position title, effective date, grade, minimum qualification salary and any deadline for submission of applications. Employees, if qualified, shall have the right to apply and to be interviewed for such positions and the College shall communicate its decision, in writing, to each employee who applies.

ARTICLE 9

GRIEVANCE PROCEDURES

(A) This Grievance Procedure shall be in full effect for the period covered by this Agreement and until a successor Agreement is negotiated and ratified by the parties.

(B) The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Employer by the peaceful resolution of disputes as provided in Public Law 303, as amended by Chapter 123, Public Law 1974.

(C) <u>Definitions</u>

1. For the purpose of this Grievance Procedure, the term "grievance" shall mean any dispute concerning the interpretation, application or alleged violation of any specific written provision of this Agreement or any policy, agreement or decision affecting terms and conditions of employment covered by this Agreement.

2. For the purposes of this Grievance Procedure, the term "grievant" shall mean an employee of the College who is a member of the bargaining unit, or a group of employees of the College who are members of the bargaining unit, or the Association itself.

(D) <u>Informal Procedure - Level One</u>

Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with the immediate supervisor, or designee, with the objective of resolving the matter informally.

(E) <u>Formal Procedure - Level Two</u>

If as a result of the informal discussion with the immediate supervisor, or designee, the matter is unresolved, the grievant may invoke the formal Grievance Procedure by having the Association submit a written grievance on the members' behalf. This written grievance shall be submitted no later than ten (10) working days subsequent to the Informal Procedure outlined in (D) above, but in no event later than thirty (30) working days after the grievant's presumed knowledge of the act or conditions upon which the grievance is based.

The grievance shall be filed in writing with Step I: the Vice-President or designee, or in the case of those whose supervisors report to the President, directly with the President. The forms utilized to report and file the grievance shall be mutually agreed upon by the Administration and the Association. Within five (5) working days of the receipt of a written grievance, the grievant, a representative of the Association, the Vice-President or designee, or the President or designee, the involved supervisor/administrator and the Director of Human Resources, shall meet for the purpose of resolving the grievance. Within ten (10) working days after the above-mentioned meeting the Vice-President or designee, or the President or designee, shall answer in writing to the Grievance Chairperson, or the designated officer of the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

<u>Step II</u>: If the grievant is not satisfied with the disposition of their grievance at Level Two, Step I, then, within five (5) working days after receipt of the answer by the Association, the grievant shall file two (2) copies of the grievance with the President or designee and one (1) copy with the Association. If this process was exercised in Step I as a result of the reporting level of the grievant, Step III shall apply.

Within five (5) working days from the filing of the grievance with the President or designee, the grievant, a representative of the Association, the President or designee, the involved supervisor/administrator and Director of Human Resources or designee, shall meet for the purpose of resolving the grievance. Within ten (10) working days following that meeting, the President or designee, shall provide an answer, in writing, to the Grievance Chairperson or the designated officer of the Association, who shall date-stamp the answer upon presentation. A copy of this answer shall also be sent, via College mail, directly to the grievant.

Step III: If the grievant is not satisfied with the disposition of the grievance at Level Two, Step II, then within five (5) working days after receipt of the answer by the Association, the grievant shall file with the Board two (2) copies of the grievance and disposition under Step I or Step II as is appropriate, along with a written statement of reasons for dissatisfaction with the disposition. Within ten (10) working days from the date of filing of the grievance with the Board, the Board, through its duly designated representatives (members of the Board), shall meet with the grievant, a representative of the Association, and the involved supervisor/administrator. At the sole discretion of the Board, this meeting may be deferred until the next regularly scheduled meeting of the Personnel Committee of the Board. The Board shall designate the time and place of the meeting. Within ten (10) working days of the meeting, the Board shall present its answer in writing to the Grievance Chairperson or the designated officer of the Association, who shall date-stamp the answer upon A copy of this answer shall also be sent, via presentation. College mail, directly to the grievant.

Step IV: If the grievant is not satisfied with the disposition of the grievance at Level Two, Step III, then within (10) working days after receipt of the answer by ten the Association, the grievant may request in writing that the Association submit the grievance to arbitration. the Ιf Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request with PERC within fifteen (15) days after receipt of the request from the grievant. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided herein. The decision of the arbitrator shall be advisory in nature for all other grievances.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

The costs for the services of the arbitrator shall be \$11\$

borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

(F) Saturdays, Sundays, holidays, and any days on which the College shall not be open, shall be excluded from the computation of "working days" as the term is used in this Grievance Procedure.

(G) It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

(H) The number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in the procedure may be extended by written agreement between the parties or designees.

(I) Failure by the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(J) Failure of the College to submit a written disposition within the prescribed time limits shall allow the grievance to proceed to the next step.

(K) All exclusions from the Grievance Procedure as provided herein shall remain in effect for the duration of this Agreement.

(L) It is expressly understood and agreed that in addition to the exclusions from the provisions of the Grievance Procedure which are contained elsewhere in the Agreement, the College shall have the right to object to any matter going to the Grievance Procedure and submit the issue to PERC.

(M) No reprisals of any kind shall be taken by the College or the Association or by members of the Administration against any participant in the Grievance Procedure by reason of such participation.

(N) If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the Grievance Procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

(O) All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the grievant.

(P) It is agreed that all parties involved in any Grievance Procedure shall make available, without request, all documents and materials pertinent to the processing of the grievance.

(Q) If any member covered by this Agreement has a complaint to discuss with the supervisor, the member is free to do so without recourse to the Grievance Procedure.

(R) A grievance may be withdrawn by the grievant or the Association at any level. However, if in the judgment of the Association the grievance affects the welfare of the members, the grievance may be pursued as a grievance of the Association.

(S) All meetings and hearings held pursuant to this Grievance Procedure shall not be conducted in public and shall include only such parties in interest as are herein abovereferenced. All parties to this Agreement do hereby covenant and agree that any Grievance Procedure shall be kept as confidential and as informal as is appropriate.

ARTICLE 10

PROBATIONARY PERIOD

(A) All newly hired Professional employees covered by this Agreement shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) calendar days. Days lost from work because of sickness during the probationary period shall not be considered in computing the said ninety (90) day period.

1. A newly hired probationary employee shall be covered by the terms and conditions of this Agreement for the entire probationary period, except as set forth in this Agreement. Upon expiration of the probationary period, the length of service

shall be computed from the date of last hire. 2. The College may, at any time during or at the

end of the probationary period, discharge without cause any such newly hired probationary employee.

3. Every effort shall be made to evaluate all probationary employees prior to the completion of forty-five (45) days of employment. In all cases, an evaluation shall be made prior to the completion of ninety (90) days.

4. If any evaluation is less than satisfactory at the expiration of the probationary period, the parties may mutually

agree to extend the probationary period for an additional thirty (30) days.

5. Members who are subject to a Reduction in Force (RIF), and returned to their former positions shall not be deemed probationary employees.

6. Probationary employees shall receive holiday pay and college closing pay (as set forth in Article 17) during the ninety (90) day probationary period.

(B) A member shall be subject to a sixty (60) day probationary period in any new position that has a substantial change in job description. This section shall not apply to fringe benefits, which shall be continued during the probationary period as a result of an employee's prior employment by the College in this or another unit.

1. At the end of the sixty (60) day probationary period, the employee who has moved to the new position in the unit shall be evaluated. If the evaluation is not satisfactory, the individual shall be reinstated into the previous position if at all possible, or one of equal or similar rank.

2. If the evaluation is less than satisfactory, the parties may mutually agree to extend the probationary period another additional thirty (30) days.

(C) The evaluation, during the probationary period, shall be based upon the same criteria as set forth in the approved Professional Evaluation Form.

ARTICLE 11

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

The College agrees to adhere to all federal and state statutes and regulations concerning equal employment opportunities. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the College and the Association in a manner which is not discriminatory. Any alleged employment discrimination on the basis of race, color, national origin, age, marital status, affectional or sexual orientation, disability, gender, religion, liability for military services, or any other category protected by applicable law, against any persons covered by this Agreement, shall be subject to the Grievance Procedure set forth herein. Said grievance shall be the initial remedy available to any persons covered by this Agreement for any such allegations of employment discrimination.

ARTICLE 12

JOB DESCRIPTIONS

(A) The College shall promulgate a written description of each position covered by this Agreement. A copy of the job description shall be given to the employee and to the Association. The job description shall remain on file in the Human Resources Department and shall be published in the appropriate Essex County College Manual. The employee shall be given a job description prior to assuming the duties and responsibilities of that position.

The Association shall have the right to review said job description and make nonbinding recommendations thereon to the Director of Human Resources or designee.

(B) Each position description must include designation of the specific areas of responsibility and accountability by the unit member concerned.

(C) The College shall have the right to change job descriptions during the term of this Agreement at its sole discretion. However, the unit members involved and the Association shall be notified thirty (30) calendar days in advance of the implementation of any change in a written description.

1. Prior to the implementation of any significant change(s) in a job description, the unit member involved, along with a representative of the Association, shall have an opportunity to discuss the change(s) with and present recommendations to the Area Head, or designee, provided a request is given to the Area Head, or designee, within fifteen (15) calendar days of the date of notice. If such a request is made, the Area Head or designee shall meet with the unit member, and the Association representative, within five (5) calendar days.

If a unit member wishes to pursue the matter after this point, the Association, in its sole discretion, may meet with the Director of Human Resources or designee. Such meeting shall be held within ten (10) calendar days of the meeting with the Area Head or designee.

The Association shall have the right to make recommendations on the proposed changes at any time during this process, up to and including the time of consideration by the President or designee. Thereafter, any decision by the President or designee, shall be final and binding, and not subject to arbitration.

2. Any unit member who, as a result of a job description change, may become unqualified for a position the member holds, shall be duly considered for any other vacant position for which the member may be qualified. Such consideration shall include, but not be limited to, notification of such vacancies, the opportunity to apply and be interviewed, and to be advised in writing of the outcome.

ARTICLE 13

EVALUATION OF PROFESSIONAL PERSONNEL

In order to ensure a consistent policy for the evaluation of all members of the negotiating unit, the following evaluation procedure shall be utilized.

(A) <u>GENERAL EVALUATION</u>:

1. The primary purpose of evaluation is to improve the quality of the learning environment at Essex County College as well as to make an assessment of an employee's contribution so that the member may grow and develop as a Professional at this institution.

2. To this end, the evaluation process at the College shall identify an employee's strengths and weaknesses as a Professional throughout the year, and on a continuing basis, and assist the member in correcting any weaknesses. To facilitate this continuing effort toward the improvement of the instructional and/or administrative process, the evaluation shall:

(a) Be based on the evaluation factors and criteria contained in the evaluation document and the evaluatee's job description.

(b) Include a personal interview with the evaluatee by the individual's immediate supervisor or designee.

(c) Where appropriate, incorporate information either included in the evaluatee's personnel file or other documents of which the evaluatee has knowledge.

(d) Identify strengths and weaknesses in writing and, where appropriate, make suggestions for improvement. The supervisor may provide a reasonable timetable for the employee to show progress in meeting the suggested improvement.

3. Evaluations provide a primary basis, but not the sole basis, upon which recommendations as to retention and non-retention are made.

4. All evaluations shall include a recommendation for retention or nonretention of the evaluatee. All factors since the preceding annual evaluation may be considered where deemed appropriate by the evaluator.

(B) FREQUENCY OF EVALUATION:

Each member of the Association shall be evaluated at least once each year by the immediate supervisor or designee. Additional evaluations by the supervisor, or designee, in the direct chain of command may be made at the request of the Professional being evaluated or by the supervising administrator. Evaluations and/or comments made by higher level administrators shall be part of the total evaluation packet. These subsequent evaluations and/or comments made by higher level administrators are subject to review, discussion and response on the part of the evaluatee; such response shall become part of the total evaluation packet.

(C) <u>BASIS FOR EVALUATION</u>:

1. Evaluations shall be based on the evaluative criteria contained in the Evaluation Form and the evaluatee's job description.

2. At the request of the evaluator or evaluatee, a self-evaluation which addresses the twelve (12) Performance Areas listed on the evaluation form, and/or any additional factors deemed relevant by the evaluatee, shall be submitted within ten (10) working days of the request and shall be attached to the evaluation form.

3. A copy of the evaluation form shall be given to the evaluatee at a conference. Changes in the evaluation may be made as a result of that conference.

(D) <u>RESPONSIBILITY FOR EVALUATIONS</u>:

1. Evaluations of Professionals shall commence with the immediate supervisor, or designee.

2. The evaluation packet shall be forwarded by the immediate supervisor, or designee, through the chain of command to the Area Head or designee.

3. The Area Head, or designee, shall have the ultimate responsibility for all evaluations performed in the area in terms of determining whether proper procedures have been followed, and in assuring the quality and effectiveness of the immediate supervisor's or higher level administrator's evaluation of the member. The evaluation file shall be prepared by the Area Head, or designee, for submission through the Director of Human Resources to the President.

4. The President or designee, may append comments when deemed appropriate and make recommendations before submission to the Board.

(E) RESPONSE TO THE EVALUATION:

Each evaluatee shall be given ten (10) working days to respond to the entire written contents, exclusive of (D) 4, of the final evaluation in writing in the space provided on the evaluation form, and the evaluatee may append such other supporting material as the evaluatee deems appropriate. Such material shall become part of the evaluation packet.

(F) <u>EVALUATION TIME SCHEDULE</u>:

The following time schedule for evaluations shall

apply:

1. Every effort shall be made to complete the evaluation process referred to above for submission to the Office of the President by February 20 following the evaluation period as defined below.

2. The evaluation packet with the President's or designee's recommendation(s) shall be prepared for submission to the Board at its March meeting.

(G) <u>EVALUATION PERIOD</u>:

1. In the case of Professionals continuously employed, the evaluation period shall begin on January 1 and end December 31 of the same year.

2. Factors which occurred prior to the beginning of the evaluation period are not necessarily precluded from consideration if such factors are clearly relevant to the information of a recommendation.

ARTICLE 14

GRANT FUNDED EMPLOYEES

Grant funded employees shall be entitled to salary and benefits provided to other unit members, except as otherwise provided in this Agreement including the following:

(A) Grant funded employees shall be entitled to unit benefits and salary only to the extent provided for in the grant. However, benefits and salary shall not exceed that afforded other unit members.

(B) In the event that a grant is not refunded, or if funding is terminated before the normal grant termination date, a grant funded employee shall be subject to termination without regard to notice requirements elsewhere in this Agreement. However, the College shall endeavor to give such notice of termination as soon as possible after notification from the funding agency. The Director of Human Resources, or designee, shall promptly notify all affected employees.

(C) Grant funded employees shall be expected to take vacation days during the year such days are earned, and shall be subject to carry over any loss of vacation days under the same conditions as other unit members. However, if a grant employee is terminated, resigns, or if the grant ends, the member shall be paid within thirty (30) days for all accumulated vacation days at the rate earned. Grant funded employees shall be allowed to carry over vacation days to College funded employment.

1. Grant funded employees who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned. To establish the above prohibition, the employee must notify the Area Head, or designee, in writing, that a vacation request had been denied by the employee's supervisor.

2. Persons who enter grant employment from a College line position shall be eligible to carry with them any unused vacation days in the current year and any days previously accumulated contractually; or they may avail themselves of any contractual provisions pertaining to unused vacation days of the unit they are leaving.

(D) If the College applies for grants or renewals, it

shall apply for sufficient grant funds to cover all positions and known or anticipated salary and fringe benefit costs for unit grant funded employees. A grant funded employee shall not be entitled to salary or fringe benefits if the expenditure of College funds would be required to provide it, unless required by the grant. If either the terms of the application, or the terms of the grant in any way prohibit specific salary or fringe benefits, or if insufficient funds are provided, those benefits shall not be available to grant funded employees. However, in such a case, the employee and the Association shall be advised of the situation when it is known by the College and consulted thereon and every effort shall be made to arrive at a mutually agreeable solution, at the lowest level possible. Such consultation shall initially involve the employee, one representative from the Association, the Supervisor, the Area Head, the Director of Business Affairs, or their respective designees, and may also involve such College staff as the Director of Human Resources, one or more Deans, the Director of Accounting/Grant Funded Employees or their respective designees. If the problem is not resolved, appeal may be made to the Vice President and the President or their respective designees. Any agreements reached under this provision shall be reduced to writing and copies given to all of the parties.

(E) Grant funded employees shall be informed of such status prior to placement in any position. Such information shall be contained in all job announcements.

(F) Any employee who is employed under N.J.S.A. 18:60-14, and N.J.A.C. 9:4-7.3, shall be afforded all rights under that law concerning termination and non-renewal.

ARTICLE 15

INDIVIDUAL EMPLOYMENT CONTRACTS

(A) All new members shall receive Human Resources Personnel Action for Budgeted Position (EC 207) as their individual contracts.

(B) Unit members whose employment as members of the Association does not qualify them for multi-year contracts, shall receive one (1) year contracts that expire on June 30th of each calendar year.

(C) For non-renewal of one-year contracts for those

individuals who are not eligible under N.J.S.A. 18:60-14, N.J.A.C. 9:4-7.3, notice shall be given on or before March 1 of each calendar year.

(D) For the purpose of termination of one (1) year contracts, a ninety (90) day notice shall be given to all members of the unit. However, the College shall have no obligation to give such notice when terminating for the reasons of unlawful or serious misconduct.

(E) For the purpose of non-renewal of a one (1) year contract, a member's notice shall be given on or before March 1 of each year.

(F) Termination and/or non-renewal of contract for those who have multi-year contracts shall be in accordance with N.J.S.A. 18:60-14 and N.J.A.C. 9:4-7.3 and its implementing guidelines.

(G) An affected employee who is terminated and/or nonrenewed may request a review of the Director of Human Resources' decision by the President of the College or designee.

(H) Decisions made by the College under this Article shall be subject to the Grievance Procedure only as to the procedural steps contained herein.

(I) An employee shall not be subject to any reprisals as a result of the exercise of their rights under this Article.

ARTICLE 16

DISCIPLINE

(A) The College has the sole and exclusive right to suspend, discharge or otherwise discipline its employees for just cause.

(B) Disciplinary Guidelines:

Discipline under this Article shall be in accordance with the principles and steps established below.

1. <u>Oral Warning</u>: For the first offense, the supervisor, designee, shall advise the employee of improper conduct.

2. <u>Formal Written Warning</u>: For the second

offense, the supervisor, or designee, shall warn the employee in writing of improper conduct. A copy of the warning is placed in the employee's personnel file.

3. <u>Written Reprimand</u>: Copy submitted to Area Head and to Director of Human Resources.

4. <u>Closure Conference</u>: Employee may request conference with the immediate supervisor, Area Head and Director of Human Resources, or designee, to resolve the matter. Decision of Director of Human Resources, or designees, is final.

5. <u>Suspension</u>: A request for suspension must be submitted to the Director of Human Resources. An employee may request a conference with the immediate supervisor, Area Head and Director of Human Resources or their respective designees. The decision of Director of Human Resources, or designee, is final. Suspension shall not exceed ten (10) working days.

The employee whose alleged conduct is associated with substance abuse may be required to successfully complete a rehabilitation program as a condition of continued employment.

6. <u>Discharge</u>: An employee who is suspended or terminated may request a review of the Director of Human Resources' decision by the President of the College or designee. The Director of Human Resources and the immediate supervisor and Area Head, or their respective designees, shall attend the conference. If the decision is to uphold the action, the employee may request an opportunity to appeal before the Personnel Committee of the Board. The decision of the Committee shall be final.

(a) An employee shall be entitled to have a representative of the Association present at all disciplinary conferences.

(b) Employees are expected to cooperate in all disciplinary investigations and/or conferences. However, they may not be compelled to do so.

(c) Employees shall be provided with copies of all pertinent documents used in connection with disciplinary actions, at their request.

(d) Employees may not be requested to sign any incriminating statement unless the employee is offered the right to have a Association representative present.

(e) No recording device shall be used during a disciplinary conference unless the employee:

(i) is advised in advance that a transcript is being made; and

(ii) is offered the right to have an Association representative present.

(f) An employee shall not be subject to any reprisals as the result of the exercise of their rights under this Article.

(g) If it is found that a disciplinary action pursuant to the procedure outlined above is not justified, all documents which pertain to such action shall be removed from the personnel file. Should it be directed that a lesser disciplinary action be taken, all documents shall remain in the personnel file. Should certain aspects be found to be without merit, they shall be excised from the documents and/or file.

ARTICLE 17

HOLIDAYS

(A) The College shall grant members of the bargaining unit the following holidays off with full pay:

- ➢ New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- ➢ Good Friday
- > Memorial Day
- ➢ Independence Day
- > Labor Day
- > Thanksqiving Day
- Thanksgiving Friday
- > Christmas Day
- > Work days between Christmas and New Year's Day
- Any other holidays officially declared by the College.

(B) The above holiday schedule shall be subject to change as directed by the academic schedule of the College. At the direction of the immediate supervisor or designee, with the approval of the Area Head or designee, members of the unit may be required to perform duties on a day declared a holiday. If this occurs, compensatory time off with pay for the hours worked shall be granted, at the rate of one and one-half times.

(C) Any employee who is scheduled to work on any holiday and does not work said day, shall receive no pay for such holiday, nor time-off with pay, unless the employee's absence is excused by the immediate supervisor and Area Head or their respective designees.

(D) To qualify for holiday pay, an employee must have worked full scheduled work day immediately before and immediately after the holiday, unless the absence is excused by the immediate supervisor and Area Head or designee.

(E) An employee shall receive holiday pay if the member is actively employed at the time of the holiday and is not on unpaid sick leave, leave of absence, maternity leave, layoff and otherwise fulfills the eligibility requirements of this Article.

(F) In the event a specific holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

(G) If the holiday occurs during a period when the employee is on authorized vacation, the member shall receive an additional day vacation, as scheduled by the immediate supervisor or designee.

(H) Holiday pay shall be computed at the employee's regular daily base rate of pay in effect at the time of the holiday.

ARTICLE 18

COLLEGE CLOSINGS

It is understood that the College has the right to close the institution at any time. The College shall advise the Association of its intention to close at least one (1) month in advance, except in cases of emergency. The College may require the use of vacation time by those employees who wish to be paid, for up to five (5) closing days per year. College closings beyond five (5) days shall be with pay. It is understood that during a period of closing certain employees may be required to work if the College determines it is necessary for the institution.

ARTICLE 19

VACATIONS

(A) All nonprobationary bargaining unit employees covered by this Agreement shall receive vacations with pay, if

eligible, according to the following schedule:

Period of Continuous Employment

| 1 month through 4 full years | 1 3/4 working days vacation per month of service |
|---|--|
| First day of 5th year through 9 full years | 2 working days vacation per month of service |
| First day of 10th year through 14 full years | 2 1/4 working days vacation per month of service |
| First day of 15th year and thereafter | 2 1/2 working days vacation per month of service |

(B) After the completion of the newly hired employees' probationary period, those who become regular employees shall only then receive vacation credit as set forth above for this probationary period.

(C) Vacation pay shall be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

(D) There shall be no accrual of vacation time from year to year. Vacation time not taken in the contract year in which it is earned shall be lost.

1. All unit members who have been prohibited from taking vacation time shall be reimbursed at year's end for all those days which were prohibited; the value of the days for reimbursement shall correspond to the value of the day when earned. To establish the above prohibition, the employee must notify the Area Head, or designee, in writing, within three (3) working days from the date of a denial, that a vacation request had been denied by the employee's supervisor, or designee. The denial may be appealed, in writing, to the President, or designee, within three (3) working days.

2. An employee's annual vacation shall be available, in full, at the beginning of each contract year, or on a pro rata basis at the beginning of the individual's employment, except as limited by Article 10. However, those separating from service prior to the completion of the contract year shall only be entitled to a pro rata share of the annual vacation. The value of days used beyond that, if any, shall be deducted from the employee's final pay or reimbursed to the College by the individual if the final pay is insufficient. (E) The immediate supervisor, or designee, shall have the right to schedule vacations throughout the entire year in accordance with the best interests of the operation of the department and the needs of the College. No more than ten (10) days vacation may be taken by an employee at any one time without the specific approval in writing of the immediate supervisor and the Area Head or their respective designees. Such approval shall not be unreasonably withheld if the operation of the department shall not be impaired.

(F) Eligible employees must submit a written request for preferred time off at least three (3) weeks in advance. However, if an employee is requesting time off for the period July 1 - September 30, the employee should submit the request by the preceeding April 1. The schedule may be made at any time by mutual agreement between an employee and their supervisor, or designee, subject to Section (E) of this Article. Approval or disapproval of vacation requests should be given to the employee by the immediate supervisor, or designee, no later than six (6) working days after the written request, subject to the College's right to vary vacation schedules in accordance with the best interest of the College.

(G) No portion of any employee's scheduled vacation may be charged to sick leave unless the individual is confined to the hospital, or has a serious illness requiring confinement to the home.

ARTICLE 20

SICK LEAVE

(A) Sick leave shall accrue to members of the bargaining unit at the rate of one and one-quarter $(1 \ 1/4)$ days for every month of service, commencing with the first month. A newly hired employee shall not be entitled to paid sick leave benefits until completion of the probationary period.

(B) Sick leave may accrue indefinitely but all unused days are not reimbursable upon termination or resignation. In addition, accumulated sick leave may not be used for the purpose of taking or extending a vacation period.

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

(D) Payment under this Article shall be made providing that an employee's immediate supervisor or designee, is notified of the absence at the earliest possible moment, and, in no event, less than one (1) hour after the start of the shift.

(E) A certificate from the employee's doctor shall be required prior to payment to verify three (3) or more consecutive days of sick leave absence. In addition, no payment shall be made for absences of employees on Mondays or Fridays or the day before or after a holiday, a long weekend, or an employee's vacation period unless a doctor's certificate is obtained when required, attesting to the physical inability of the employee to report to work. Proof of illness where required must be presented to Health Services. The employee must obtain a Health Services Return to Work certificate and turn it in to the immediate supervisor, or designee, before commencing work.

(F) To ensure that the employee has sufficiently recovered to return to work, the College may require a physical examination at no cost to the employee, prior to return from sick leave.

(G) The College shall establish an emergency "sick leave bank" to be administered jointly by the Board through the President or designee, and the Association through its President or designee.

The "bank" shall be limited, for the duration of this Agreement, to a total number of days to be determined by providing two (2) days for each member of the unit covered by this Agreement each year. These days do not accrue from year to year. These days may be dispensed to members of the bargaining unit provided there are sufficient days in the bank.

Application for such benefits (to a maximum of twentyfive [25] days per application), shall be made to the President of the College and the President of the Association, or their respective designees). Subsequent application for the same illness must meet the same preconditions as the initial application.

If the final sick bank grant exceeds the number of days needed by the individual to bring their account to zero as of the first of the month following the date of return from illness, the excess days shall be deducted from the individual's account and returned to the sick bank. Days shall be dispensed to the applicant by the President of the College and the President of the Association, or their respective designees, where the following pre conditions are met:

1. Serious, continuing illness or disability to a member of the unit.

2. All accumulated personal sick leave, and available personal days have been exhausted.

3. The illness or disability is not covered by any long term disability plan, as contained in the Agreement, or any short

or long term disability plan as agreed to by the parties.

If the President of the College and President of the Association, or their respective designees, cannot agree to the preconditions stated above, the application shall be referred to the Board for decision.

The benefits as provided by Article 20, Section (G) shall not accrue to or be available to any member of the unit upon termination of employment.

ARTICLE 21

PERSONAL DAYS

(A) For all eligible members of the negotiating unit three (3) personal leave days, with pay, shall be available in full at the beginning of the contract year, for business that cannot be taken care of outside of normal working hours. Employees hired after April 1 shall not earn personal days until July 1 of the following year. As a condition of payment, it is mandatory that at least three (3) days notice of application to take a personal day be given to the immediate supervisor or his/her designee, except in cases of verifiable emergencies.

(B) Final approval for said leave shall be made by the Area Head, or designee, and the decision shall be final and not subject to review.

(C) Personal days shall not be used to extend vacations, or used in conjunction with sick leave, except as provided in Article 20.

(D) For those employees who have not taken sick leave during the contractual year and have perfect attendance-free of absence due to illness- one additional personal leave day shall be credited to them to be used in the succeeding year.

(E) Personal days shall not accrue from year to year and these days, if not used, are lost and not reimbursable upon termination of employment.

ARTICLE 22

BEREAVEMENT LEAVE

(A) All employees covered by this Agreement shall be granted paid bereavement leave for working days used for bereavement purposes, not to exceed three (3) days (5 days for spouse or child), immediately following the date of death of certain members of the employee's immediate family (parent, spouse, child, sister, brother, mother-in-law, father-in-law, grandparents, grandchildren). With the approval of the immediate supervisor and Area Head, or their respective designees, the leave, for good cause shown, may be extended to five (5) days (7 days for spouse or child). In case of a dispute, the President's decision shall be final and binding.

(B) In all cases, to be eligible for such leave the employee must give notice of absence to the immediate supervisor and the immediate supervisor has the right to request proof of death and the decedent's relationship to the employee.

(C) An employee shall not be entitled to bereavement leave if, at the time of death in the family, the employee is on unpaid leave, or otherwise not actively at work under any other provision of this Agreement.

ARTICLE 23

LEAVE OF ABSENCE WITHOUT PAY

An approved leave of absence without pay may be granted (A) to a member of the unit who has completed one (1) year or more of continuous full-time service, and said leave shall be for a period of up to one (1) year. Requests for such leave shall be made in writing to the Director of Human Resources, or designee, upon recommendation of the immediate supervisor and Area Head, or their respective designees, at least three (3) months prior to the commencement of said leave only if such leave relates to the pursuit of a degree or post-doctoral work. For all other requests for leave of absence without pay, the request shall be made in writing at least thirty (30) days prior to the commencement of said If said leave is denied by the Area Head, or designee, the leave. denial may be appealed, in writing, to the Director of Human Resources, or designee. If said leave is denied by the Director of Human Resources, or designee, the denial may be appealed, in writing, to the President, or designee. The decision of the President, or designee, shall be final and not subject to the grievance provisions of this Agreement. No leave of absence shall

be granted to an employee who requests such leave to pursue other employment.

(B) Approval of such leaves may be granted for the following reasons:

1. Pursuit of a degree at an institution of higher education or post-doctoral work.

2. Recuperation from ill health beyond all available sick leave provisions of this Agreement.

3. Unusual and unavoidable personal situations.

(C) Leaves of absence greater than one (1) year may be granted by the Board upon recommendation of the President or designee. The decision of the Board shall be final and binding and shall not be subject to review.

(D) If no qualified replacement can be found to serve a fraction of a year, the employee may be required to take a full year leave.

(E) In all cases, the member of the unit shall notify the Director of Human Resources, or designee, in writing, at least sixty (60) calendar days prior to the stated leave termination date as to whether the employee plans to return or resign. Failure to do so may result in a waiver of the right to return. Where appropriate, prior to return, the member must produce a certificate from a physician to the effect that the employee is physically fit and ready to commence working.

(F) The following policy shall apply with respect to those employees on leave of absence without pay including unpaid leave for maternity purposes:

1. <u>Pension</u>

(a) All pension contributions of the employee on leave of absence cease when the leave begins. The College shall make payment for the employee's pension contributions for its contributory portion while the employee is on Worker's Compensation.

(b) When an employee returns from a leave of absence, the employee may, if the desires, purchase credit for pension participation retroactively for the entire period of leave. To accomplish this, special forms must be prepared in the Human Resources Department.

2. <u>Life Insurance</u>

(a) Depending upon when one's leave of absence begins, their deductions for the contributory life insurance may have been deducted for that month.

(b) For the noncontributory life insurance provided by the College, insurance coverage shall continue in full force for the following approved leave of absences without pay:

- (i) While employee is receiving periodic benefits under the Workmen's Compensation law;
- (ii) Up to one (1) year while on leave due to maternity; and
- (iii) Up to ninety-three (93) days while employee is on a leave for any other reason.

(c) An employee who has contributory life insurance is obligated to pay for coverage while on Worker's Compensation. The employee shall be billed by the Director of Business Affairs for this cost.

3. <u>Medical Coverage</u>

(a) Coverage shall continue to the end of the 3rd month following the month in which one's leave begins. This applies to all leaves of absence including maternity.

(b) Coverage may be continued by an employee's payment to the College for the cost of such premiums for a maximum of nine (9) months.

(c) To continue coverage beyond the period provided above, payments can be arranged by the individual to be made directly to the insurance carrier.

(G) Except as provided herein, an employee shall not accrue benefits during any period of leave nor shall the employee continue to accrue seniority. However, there shall be no loss of previously accrued benefits or seniority.

ARTICLE 24

MATERNITY LEAVE

(A) Employees who are pregnant, or who have given birth, shall be granted disability leave for any period during which they are physically unable to work. Accumulated sick leave and vacation leave, if any, may, at the employee's option, be applied during the period of disability. In addition, employees experiencing complications resulting from pregnancy may apply for an advance sick leave from the sick leave bank established pursuant to Article 20(G). Leave in excess of applied sick leave and vacation leave shall be without pay.

(B) Employees who become pregnant shall notify the immediate supervisor, Area Head and the Department of Health Services, or their respective designees, in writing. The notification shall include a doctor's certificate giving the anticipated date of birth. Such certificate shall be sufficient to establish disability for a period of eight (8) weeks, commencing four (4) weeks prior to the anticipated date of birth. Disability occurring outside this period shall be subject to normal verification requirements for disability leave.

(C) Maternity leaves without pay shall be granted to eligible employees who have completed one (1) year or more of continuous full-time service. Generally, this leave (in combination with any disability leave granted pursuant to Section (A) above) shall be up to a maximum of one (1) year.

(D) Leave under this Article shall be granted upon written application at least six (6) weeks in advance of said leave, except in the event of a medical emergency making such notice impracticable.

(E) Except as provided herein, an employee shall not accrue benefits during any period of unpaid leave, nor shall she continue to accrue seniority. However, there shall be no loss of seniority or benefits already accrued.

(F) An employee who indicates a desire to return to her employment on or before the expiration of her leave shall be reinstated to her former position, or to a position of like status and pay, without loss of benefits or service credit, provided that she gives reasonable notice (at least two (2) weeks) to the immediate supervisor, Area Head and to the Department of Health Services, or their respective designees, of her intention to return, and provides certification from her physician indicating that she is physically fit and ready to commence working. Failure to give such notice may result in a waiver of the right to return. If an employee indicates a desire to return to her employment before the expiration of her leave, she shall be reinstated, provided she complies with the requirements of this section and only if the position is then available; otherwise, the original expiration date shall apply.

(G) Health Services, at its discretion, can require an examination of the employee at any time during the pregnancy and post-partum period where there is a question as to the employee's functional capabilities in discharging her professional responsibilities. (H) The policy with regard to benefits during the period of unpaid leave for maternity purposes is stated in Article 23, Section (F), subsections 1 through 3.

ARTICLE 25

DISABILITY LEAVE

Disability leaves may be granted for a period up to one (1) month or to the end of the disability, whichever is shorter. Proof of disability must be substantiated by a written diagnosis from the attending physician. This certification shall also include the patient's prognosis.

(A) The leave may be extended upon written request to the immediate supervisor, Area Head and to the Director of Health Services, or their respective designees, with proof of continued physical disability. Employees who request such extended leave shall be required to submit a doctor's certificate of continued disability for each month that the leave is extended. Accumulated sick leave may be used during any period of disability.

(B) An employee who indicates a desire to return to employment on or before the expiration date of the leave shall be reinstated to their former position, or to a position of like status and pay, without loss of benefits or service credit, provided that the employee gives reasonable notice (at least two (2) weeks) to the immediate supervisor, Area Head and to the Director of Health Services, or their respective designees, of their intention to return and provides certification from their physician stating that the employee is physically fit and ready to commence working. Failure to give such a notice shall result in a waiver of the right to return.

(C) With respect to any disability leave, the Health Services Department, at its discretion, can appoint a doctor who shall examine and offer a professional opinion at any time there is a question as to the employee's functional capabilities in discharging their professional responsibilities.

ARTICLE 26

JURY DUTY

(A) A member of the negotiating unit who is summoned for jury duty or subpoenaed as a witness and who must serve, and who does in fact serve, shall be granted leave to fulfill such duty.

(B) In order to be eligible for pay, an employee must also:1. Notify the immediate supervisor, or designee, after receipt of notice to report;

2. Have reported for assigned jury or witness duty,

3. Furnish a certificate of completion of jury or witness duty service, showing the dates of service.

If the individual's position is exempt, or could be exempt from jury duty under law, the employee shall cooperate with the institution in obtaining an excuse from jury service, in those cases when the College deems it necessary.

(C) The provisions of this Article shall not apply to cases of jury or witness duty on days outside the normal work schedule.

(D) In no case shall leave be deducted from vacation days or holidays, except by request of the member.

ARTICLE 27

TUITION BENEFITS

(A) For all non-probationary members of the bargaining unit, their spouses and dependent children (as defined by the Internal Revenue Code of the U.S.) who are accepted at Essex County College for enrollment in an academic program, the College shall grant full tuition and fees remission up to a maximum of twelve (12) credits of study per semester and six (6) credits of study per term in courses offered by the College.

Employees may attend non-credit courses without payment of tuition, if said courses are deemed work-related by the immediate supervisor and Area Head or their respective designees.

Any individual covered by this Article who is eligible for student financial aid or grants from any standard sources shall be required to obtain such aid for the payment of tuition, and shall be eligible for tuition remission only if such financial aid is not granted, or if the amount of financial aid secured is less than the tuition involved. The employee's cost for filing shall be reimbursed by the College.

(B) No such courses shall be taken by unit members during the normal work day or part thereof, unless approved by the President, or designee.

(C) Those nonprobationary members of the bargaining unit who are accepted at another accredited institution of higher education shall be eligible to receive tuition reimbursement up to the Rutgers resident graduate rate or three-quarters (3/4), whichever is greater, provided the following preconditions are met:

1. All course work must be beyond the Associate Degree level.

2. Such reimbursement shall be limited to a maximum of twenty-four(24)credit hours per year.

3. The course(s) taken are relevant to the individual's position, or a higher position at the College, or the individual is involved in a degree program that is deemed to be relevant by the College.

4. Should tuition reimbursement be denied, the individual may request a review by the President or designee. The President's, or designee's decision, shall be final and binding.

(D) In order to obtain reimbursement, the member of the negotiating unit must submit an official receipt of tuition paid. Application shall not be made before the completion of at least two (2) months of course work. At the time of reimbursement, the individual shall certify that the employee is at that time enrolled in the course and intends to remain enrolled. Such payment shall be made within a reasonable period of time by the institution. Subsequent to the completion of the course, the individual must submit an official transcript or student grade report acceptable to the Director of Human Resources, or designee, indicating that the course(s) has been successfully completed with a grade of "C" or better. ("B" or better for graduate level course work). Should the individual fail to successfully complete the course(s) and/or fail to provide the official transcript, the individual shall reimburse the college for all monies pay by lump sum payroll deduction pursuant to this section.

ARTICLE 28

PHYSICAL EXAMINATION

(A) A unit member shall be entitled to physical examinations by a physician of choice, and shall be eligible for unduplicated reimbursement for such examinations up to a maximum of \$175 per contract year. Such reimbursement may include eyeglasses prescribed and purchased as a result of an eligible vision examination, within the \$175 maximum.

(B) The unit member shall submit all applicable bills first to the New Jersey State Health Benefits ("NJSHBP") basic plan carrier and major medical carrier. Claims to the College under this section only shall be for amounts declined by NJSHBP carriers or for ineligible items, and the unit member shall be responsible for submitting to the Director of Human Resources, or designee, applicable physical or laboratory bills with the employee's name, date and procedure narratively stated, and the statement of benefits from the primary carrier and major medical carrier.

(C) In order to be eligible for reimbursement, claims for the proceeding contract year shall be submitted between July 1 and July 31.

ARTICLE 29

FRINGE BENEFITS

(A) The College agrees to maintain its current Life Insurance, Pension and Health Care coverage for the duration of this Agreement. The College reserves the right to substitute for any plans during the life of the Agreement provided that coverage is not reduced. In case of College substitutions, increases in cost shall require the approval of the Association.

(B) Dental Insurance coverage shall be provided to Association members at the same level of benefits provided to other College bargaining units, specifically to include a \$1,000 one time orthodontics coverage and maximum annual benefit to \$1,200 per year.

(C) The College agrees to extend the Supplemental Retirement Account ("SRA") deduction, currently available as a payroll deduction, to any eligible employee requesting such deduction, and shall forward funds to the appropriate carrier.

ARTICLE 30

ADJUNCT PREFERENCE

Members of the unit who are duly appointed members of the adjunct pool of Essex County College shall be afforded second priority, after Administrators, to adjunct teaching assignments when available, providing such priority does not violate any existing current or future collective bargaining agreement. Such assignments shall be limited to three (3) courses per semester or term. Assignment shall be made only in those instances where the individual has been certified by the appropriate Dean, or designee, as qualified to teach such a course, and the unit member has received Area Head, or designee, approval. Compensation for such course assignments shall be at the prevailing overload rate.

ARTICLE 31

DEDUCTIONS FOR ASSOCIATION DUES

(A) Any member of the negotiating unit may, at any time, sign and deliver to the Association Board an authorization for deduction of dues of the Association. Such authorization shall continue in effect until it is formally revoked, in writing, to the Director of Human Resources, or designee, and shall be effective on the next January 1 or July 1 following receipt of such notice by the College.

(B) Deduction of membership dues shall be made bi-weekly from each unit member's regular paycheck. The College agrees to remit promptly all monies so deducted according to the directions of the Association to the Association, accompanied by a list of those for whom the deductions have been made.

(C) The Association shall certify to the College in writing, the current rate of its Association dues. Should the Association change the rate of its Association dues, it shall give the College written notice thirty (30) days prior to the effective date of such change.

(D) It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association hereby agrees that it shall indemnify and hold the College harmless from any claims, actions, or proceedings by any employee arising from deductions made by the College hereunder.

Once the funds are remitted to the Association, the disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

(E) The Association shall waive all right and claim against the College for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

(F) Any employee of the bargaining unit choosing not to

become a member of the Association by the completion of the probationary period shall have deducted from their salary an agency fee in the amount of eighty-five percent (85%) of the total dues charged by the Association to members. Such agency fee shall be transmitted to the Association in accordance with this Article.

1. The Association shall provide the Director of Business Affairs with a list of those members of the Association choosing not to participate in automatic payroll deduction. No agency fee deduction shall be made from the salaries of those individuals.

2. The Association hereby agrees to indemnify and hold harmless the College from and against any claims from any nonunion members for excessive or improper disbursement of agency shop fees or dues deducted from the salaries of nonmembers of the Association.

3. Membership in the Association is available to all employees on an equal basis, and the Association has established and maintains a demand and return system which complies with the requirements in Sections 2(c) and 3 of the Act.

ARTICLE 32

NO STRIKE

(A) During the life of this Agreement, or any written extension hereof, the Association, on behalf of its officers, agents and members, agrees that so long as this Agreement, or any written extension hereof, is in effect, there shall be no strikes economic, sympathy, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, or any activities by the Association which interfere with the operation of the College.

(B) The Association, its officers, agents, representatives and members, shall not, in any way, on behalf of the Association, authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to, any strike in violation of this Article.

(C) Any employee who violates this Article shall be subject to disciplinary action, including discharge.

(D) In addition to any other liability, remedy or right

provided by applicable law or statute, should a strike in violation of this Article occur, the Association, within twenty-four (24) hours of a request by the College, shall take all reasonable steps to halt the prohibited actions.

ARTICLE 33

SENIORITY

(A) For purposes of this Agreement, seniority is defined as the length of full-time continuous service in a position within the bargaining unit. When a member is promoted out of the unit and then returns to the unit the member shall receive service credit for previous time within the unit. An employee who voluntarily leaves the employ of the College and subsequently returns shall not receive service credit for the time previously worked.

If a unit member who has been terminated through a Reduction in Force is subsequently reemployed by the College in the same unit, the employee shall be given full seniority credit for all prior years of service in the unit.

(B) A part-time employee who is appointed to a full-time position in the bargaining unit shall be credited on a pro rata basis for each year of continuous, unbroken service in a bargaining unit position in which the employee worked one thousand (1000) hours or more.

For example, an employee working fifty percent (50%) of the time for two (2) years would be credited with one (1) year of seniority.

(C) The College shall make reasonable efforts to fill vacancies which occur within the unit with qualified individuals from within the unit.

1. The College shall retain its sole and exclusive right to fill said vacancies, and such decisions shall not be subject to the Grievance Procedure of this Agreement, except as to the procedure hereinafter set forth.

2. Any unit member, who applies for such vacant position shall, if qualified, be duly considered by the College. Such consideration shall include, but not be limited to, the opportunity to apply, and, where applicable, based upon the individual's relative qualifications, be granted an interview. All applicants shall be advised, in writing, of the outcome.

ARTICLE 34

RECLASSIFICATION

Reclassification from I to II shall be compensated by a salary increase of no less than \$1500, over and above the negotiation percentage increase.

Reclassification from II to III shall be compensated by a salary increase of no less than \$2000 over and above the negotiation percentage increase.

Reclassification from III to IV shall be compensated by a salary increase of no less than \$2500 over and above the negotiation percentage increase.

There shall be no downward reclassifications.

ARTICLE 35

PROMOTIONS

(A) The parties shall establish a Joint Committee to be comprised of an equal number of representatives from each party and to consist of no fewer than three (3) representatives from each party. The committee shall study and consider the development of career ladder and promotion programs for the unit, including, but not limited to, the criteria and procedures for promotions, and shall make recommendations to the parties.

(B) The parties agree that the Joint Committee to be established under this Article shall specifically consider criteria and procedures for the creation of promotional opportunities for Teacher/Advisors.

ARTICLE 36

MERIT AWARD

A. **ELIGIBILITY**

To be eligible for a MERIT AWARD, a unit member must have been employed in a "Professional" capacity for a minimum of two (2) years.

B. MERIT AWARD REVIEW COMMITTEE

In order to sustain objectivity, no member of the MERIT AWARD Review Committee should be an applicant for a MERIT AWARD during the current review period. This does not exclude anyone from being a part of the MERIT AWARD Review Committee in the future. The Merit Award Review Committee shall consist of six (6) members, representing the areas listed:

- 1. President or Vice President of the Association or other Association Officer who is not an applicant.
- 2. Association member who is not an applicant.
- 3. Department/Division Chairperson, alternating each year.
- 4. At-Large Representative from Student Affairs.
- 5. At-Large Representative from Business Affairs.
- 6. At-Large Representative from Community and Continuing Education.

The Association shall coordinate the selection of at-large representatives.

C. APPLICATION AND RECOMMENDATION CRITERIA

- 1. Any unit member who applies for a MERIT AWARD and is approved may not reapply during the next contract year, but any applicant denied consideration may reapply.
- 2. All applicants should list outstanding accomplishments, contributions, added responsibilities and any other pertinent data that may be considered by the MERIT AWARD Review Committee. In addition, the applicant should encapsulate the reasons for feeling deserving of the MERIT AWARD.
- 3. Each applicant shall submit an application to the department supervisor/area head, who shall attach a recommendation.
- 4. All applications shall be forwarded by the supervisor/area head to the MERIT AWARD Review Committee by February 15.
- 5. Each applicant shall receive a notice from the MERIT AWARD Review Committee that the application has been received.
- 6. If the MERIT AWARD Review Committee so desires, the applicant shall be available for interview.
- 7. After review by the MERIT AWARD Review Committee, all applicants shall be ranked according to the following criteria:

- (a) Ratings of "outstanding performance" in job performance as evidenced by the previous two evaluations.
- (b) Contributions towards the enhancement of the operation of their office/area/College.
- (c) Dedication to job performance beyond their regular working hours.
- (d) Involvement in and contributions to College activities.
- (e) Accomplishments directly related to institutional goals and objectives.
- (f) Willingness and ability to work with others to achieve team objectives.
- (g) Other significant professional accomplishments.

In some cases, there may be co-seeds according to the vote of the MERIT AWARD Review Committee.

- 8. Applications shall be forwarded to the President of the College, in rank order by March 15 with the MERIT AWARD Review Committee's recommendation.
- 9. The President of the College has the option to approve or disapprove each MERIT AWARD recommendation and shall notify the Committee of the decision. The President's decision shall be final and binding.
- 10. The President of the College shall take action on the MERIT AWARD(S) no later than the June Board of Trustees meeting. Base salary increase(s) shall take effect July 1.

Funding for the MERIT AWARD shall be 15,000 per year.

ARTICLE 37

RESIGNATION

(A) When voluntarily resigning from employment, all bargaining unit members shall give three (3) week's notice of resignation.

(B) All such notices shall be in writing and directed to the immediate supervisor and Area Head, or their respective designees, with a copy to the Director of Human Resources or designee.

(C) Any individual's resignation shall be subject to an exit conference with the Director of Human Resources or designee.

(D) On the first scheduled payroll period following the final date of employment, the employee shall be entitled to receive

all remuneration due, provided that the procedures relating to the resignation have been followed, and provided that remuneration is not subject to state or other regulations.

ARTICLE 38

LONGEVITY

(A) During the second year of this contract, July 1, 2003, a unit member with 5 to 9 years of service shall receive a \$750 base salary increase; a unit member with 10 to 14 years of service shall receive a \$500 base salary increase; a unit member with 15 years or more or service shall receive a \$300 base salary increase.

(B) Effective July 1, 2004, a unit member with 5 years of service shall receive a \$750 base salary increase on July 1 of the 6^{th} year; a unit member with 10 years of service shall receive a \$500 base salary increase on July 1 of the 11^{th} year of service; a unit member with 15 years or more of service shall receive a \$300 base salary increase.

ARTICLE 39

SALARY

(A) Effective July 1, 2002, all unit members employed by the College from March 1, 2002 or earlier, shall receive a four and a half percent(4.5%) salary increase, across-the-board, computed on their base salaries as of June 30, 2002.

(B) Effective July 1, 2003, all unit members employed by the College from March 1, 2003 or earlier, shall receive a four and a half percent(4.5%) salary increase, across-the-board, computed on their base salaries as of June 30, 2003.

(C) Effective July 1, 2004, all unit members employed by the College from March 1, 2004 or earlier, shall receive a four and a half percent(4.5%) salary increase, across-the-board, computed on their base salaries as of June 30, 2004.

ARTICLE 40

SAVINGS CLAUSE

In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or regulation, whether local, state or federal, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative. All other provisions of this Agreement shall continue in effect.

ARTICLE 41

DURATION

This Agreement shall become effective July 1, 2002, and shall remain in full force and effect for a period of three (3) years, until midnight, June 30, 2005, and shall be renewed automatically for successive periods of one (1) year thereafter unless written notice of termination or written notice of a desire to negotiate changes in the provisions of the Agreement is given by either party to the other party at least ninety (90) days prior to the expiration date of this Agreement or any subsequent annual renewal period.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this _____ day of , 2002.

ESSEX COUNTY COLLEGE PROFESSIONAL ASSOCIATION ESSEX COUNTY COLLEGE BOARD OF TRUSTEES

APPENDICES

Appendix A: Titles - Alphabetical Listing

Appendix B: Titles-By Levels and Salary Minimums

APPENDIX A

Titles - Alpha Listing

APPENDIX A

TITLES – ALPHA LISTING PROFESSIONAL ASSOCIATION

Accountant - General Ledger Accountant - Grants Accountant - Financial Aid Junior Accountant - Junior Advisor - Business Development Advisor - Career Placement Advisor - Certifying Officer Advisor - College Placement Advisor - Financial Services Advisor - Foreign Student Advisor - Veterans Institutional Advisor - Veterans Administrative Aide Administrative Assistant Architect - Institutional Assistant - Computer Support Assistant - Analyst Assistant - Bursar Assistant Director - Assessment Assistant Director - Athletic / Intramural Coordinator Assistant Director - Auxiliary Services Assistant Director - Enrollment Services Assistant Director - Financial Aid/ EOF Award Assistant Director - Facilities Management Assistant Director - Marketing Assistant Director - Processing & Records

Assistant Director - Mary Burch Assistant Director - Recruitment Assistant Director - Registrar Assistant Director - Testing Assistant Director - WEC Assistant Director - Special Programs Assistant-Financial Operations Assistant - Program Assistant Registrar Assistant Registrar - Graduation Assistant Registrar - Records Assistant Registrar - Registration & Graduation Assistant - Research Assistant - Research Planning Assistant - Superintendent - Buildings and Grounds Assistant - Teacher Assistant-Technical Associate Registrar Associate Research Buyer Buyer - Junior Buyer - Senior Coordinator - ABE and CCP Coordinator - Admissions Services Coordinator - Academic Foundation Coordinator - Activities Services Coordinator - Advisement Activities Coordinator - Assessment Activities Coordinator - Auxiliary Services Coordinator - Bookstore Coordinator - Business Services/Workforce Training Coordinator - Building Services Coordinator - Business Division Tutorial Center Coordinator - Cable TV Coordinator - Challenge Grant High School Project Coordinator - Computer Laboratory Coordinator - Computer - WEC Coordinator - Computer Systems Coordinator - Cooperative Placement Coordinator - Computer System Coordinator - CIS Laboratory Coordinator - Data Management Systems & Input Coordinator - Data Processing Coordinator - Dislocated Worker Resource Center Coordinator - EOF Coordinator - EOF Office Operations Coordinator - Employment Placement and Development Coordinator - Evening Activities Coordinator - Evening & Weekend Services Coordinator - Facilities Usage Coordinator - Handicapped Services Coordinator - Human Resources Services Coordinator - Job/Career Development Coordinator - Information Systems Coordinator - Laboratory Coordinator - Marketing & Recruitment Coordinator - MPT Academic Program Coordinator - Multilingual Off-Campus Programs Coordinator - Multilingual Outreach Programs Coordinator - Non Credit Programs Coordinator - Non Credit Enrollment Coordinator - Non-Traditional Programs

| Coordinator – Offender Aid Program | |
|--|--|
| Coordinator - Outreach Programs | |
| Coordinator - Parent | |
| Coordinator - Part Time | |
| Coordinator – Pre-College Consortium Programs | |
| Coordinator - Print Production | |
| Coordinator - Program | |
| Coordinator - Program Companies & Agencies | |
| Coordinator - Program Operation Parenthood | |
| Coordinator - Programs & Conferences | |
| Coordinator - Programs & Publication | |
| Coordinator - Project | |
| Coordinator - Public & Community Relations | |
| Coordinator - Reference Services - WEC | |
| Coordinator - Registration Services | |
| Coordinator - Secretarial Learning Resource Center | |
| Coordinator - Science Laboratory | |
| Coordinator - Short Term Training | |
| Coordinator - Student Activities | |
| Coordinator - Student Activities - WEC | |
| Coordinator - Student Groups | |
| Coordinator - Student Services | |
| Coordinator – Substance Abuse | |
| Coordinator - Talent Search | |
| Coordinator - TEC | |
| Coordinator - Technical | |
| Coordinator - Trade & Technical Programs | |
| Coordinator - Transfers | |
| Coordinator - Tutoring Center | |
| Coordinator - Veterans | |
| Developer Customized Programs | |

Engineer Plant Family Worker Graphic Artist/Designer Graphic Arts - Layout Group Teacher Group Teacher - Senior Job Developer Librarian - Data Control Manager - Accounting Manager - Building Services Manager - Custodial/Housekeeping Manager - Collections Manager - Custodial Services Manager - Electric Maintenance Manager - Electronics Maintenance & Repairs Manager - Facilities Management Manager - Financial Aid Operations Manager - Food Service Manager - Gymnasium Manager - HVAC Manager - Mail & Receiving Manager - Mary Burch Theater Manager - Mailroom Manager - MPT Manager - Network Operations Program Manager - Office Manager - Operations Manager - Payroll Manager - Print Shop Manager - Print Shop II Manager - Production

Manager - Production Services MPT Manager - Telecommunications Manager - Word Processing Manager - Word Processing II Media Producer/Director Network Administrator Network Engineer Newswriter Newswriter - Public Relations Nurse - Registered Nurse - Registered Staff Officer - Accounting Officer - Accounts EOF Officer - Accounts Payable Officer - Accounts Receivable Officer - Admissions Officer - Admissions (Bilingual) Officer - Admissions EOF Officer - Admissions/Recruiter Officer - Career Development Placement Officer - Client Services Officer - EOF I Officer - EOF Bilingual Officer - Job Developer/Placement Officer - Junior Payroll Officer - Financial Accounts Officer - Financial Aid Officer - Financial Aid EOF Officer - Financial Aid (Bilingual) Officer - Financial Aid Accounting Officer - Financial Aid Accounts

Officer - Financial Aid (Work Study) Officer - Guaranteed Student Loan Officer - Payroll Officer - Student Loans & Collections Officer - Student Services & Information Officer - Veterans Certifying Officer - Work Study Placement Operator - Console Operator - Console (Senior) Outreach Worker - Vocational Education Processor - Computer Report Programmer Programmer - Junior Programmer - Senior Programmer - Systems Promoter Recruiter Specialist - Advertising Specialist - Alcoholism Specialist - Benefits Specialist - Career Development Specialist - Development Specialist - Evaluation Specialist - Financial Aid Accounting Specialist - Graphics Word/Processing Specialist - Help Desk Support Specialist - Library Technical Specialist - Print/Graphics Specialist - Print Production Specialist - Program Specialist - Publicity

Specialist - Registration Specialist - Registration CCE Specialist - Report (Financial Aid) Specialist - Technical Specialist - Technical Support Specialist - Testing Specialist - Testing Program Specialist - Work Study Social Worker Supervisor - Admissions Supervisor - Building Services Supervisor - Clinical Supervisor - Custodial/Housekeeping Supervisor - Dispatcher Supervisor - Evening & Weekend Supervisor - Gymnasium Supervisor - Gymnasium Activities Supervisor - Nurse Supervisor - Nurse Practitioner Supervisor - Processing Supervisor - Student Center Operations Supervisor - Student Services Operation Supervisor - Science & Math Computer Lab Supervisor - TV Engineering Operations Teacher Advisor Teacher Advisor (Bilingual) Teacher Advisor/Counselor (Senior) Teacher Advisor (Counselor EOF) Teacher Advisor/English (Senior) Teacher Advisor (Family Development Program) Teacher Advisor/Math (Senior)

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Teacher Advisor (Special Programs)
Teacher Advisor (Special Services Counselor)
Teacher Advisor (Special Services)
Teacher Advisor (Training, Inc.)
Teacher Advisor (WISE)
Teacher (Head)
Technician - Audio Visual
Technician - Audio Visual (Senior)
Technician - Career Development
Technician - Computer Laboratory
Technician - Data Processing
Technician - Image
Technician - Laboratory
Technician - Library Media
Technician - Network
Technician - Support Engineer
Technician - TV Systems
Technician - Television
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APPENDIX B

Titles By Levels and Salary Minimums

APPENDIX B

TITLES BY LEVELS AND SALARY MINIMUMS PROFESSIONAL ASSOCIATION

LEVEL I - \$ 26,900 Minimum

Accountant - Financial Aid Junior Accountant-Junior Administrative Aide Administrative Assistant Assistant-Computer Support Assistant - Research Assistant - Teacher Assistant-Technical Buyer-Junior Coordinator-Building Services Coordinator - Data Processing Coordinator - Evening Activities Coordinator-Student Services Coordinator-Tutoring Center Help Desk Support Specialist Librarian - Data Control Manager-Mailroom Nurse - Registered Staff Officer - Guaranteed Student Loan Officer-Junior Payroll Operator - Console Outreach Worker Promoter Processor-Computer Report Recruiter Registrar Coordinator-Audits/Graduate Registrar Coordinator-Records/Grades Registrar Coordinator-Rosters/Grades Specialist-Library Technical Specialist-Print Graphics Specialist - Publicity Specialist-Registration Specialist - Registration CCE Specialist-Technical Specialist-Testing Specialist - Testing Program Specialist - Work Study Supervisor - Admissions

Supervisor Gymnasium Supervisor Gymnasium Activities Supervisor - Student Services Operation Technical Support Specialist Technician - Career Development Technician - Computer Laboratory Technician - Data Processing Technician-Laboratory Technician - Network

LEVEL II - \$ 30,900 Minimum

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Accountant - Grants
Adult Basic Education Coordinator
Advisor - Business Development
Advisor - Career Placement
Advisor - College Placement
Advisor - Financial Services
Advisor - Veterans
Advisor - Veterans Institutional
Assistant - Analyst
Assistant-Financial Operations
Assistant - Program
Assistant Registrar
Assistant Registrar - Records
Assistant Registrar/Registration & Grad.
Buyer
Coordinator - Advisement Activities
Coordinator-Admissions Services
Coordinator-Assessment Activities
Coordinator-Auxiliary Services
Coordinator - Bookstore
Coordinator - Business Div. Tutorial Ctr.
Coordinator-CCE Registration Services
Coordinator - Cable TV
Coordinator-Computer Laboratory
Coordinator-Computer Laboratory - CASSD
Coordinator-Computer Laboratory WEC
Coordinator-Computer Systems
Coordinator - Data Mgmt. System & Input
Coordinator - Dislocated Worker Res Cntr.
Coordinator - Evening & Weekend Services
Coordinator - Handicapped Services
Coordinator - Human Resources Services
Coordinator - Job/Career Development
Coordinator - Laboratory
Coordinator - Marketing & Recruitment
Coordinator - Multilingual Off-Campus Prog Officer - Accounting
Coordinator-Multilingual Outreach Programs Officer - Accounts Payable
Coordinator-Non Credit Programs
Coordinator - Outreach Programs
Coordinator - Offender Aid Program
Coordinator - Pre-College Consortium Prog Officer - Admissions (EOF)
Coordinator - Print Production
Coordinator - Program
Coordinator - Program Comp. & Agencies
                                           Officer - Client Services
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Coordinator - Programs & Conferences Coordinator-Programs & Publications Coordinator-Programs Operation Parenthood Coordinator-Project Coordinator - Registration Services Coordinator - Secretarial Learning Res. Center Coordinator - Short Term Training Coordinator-Student Activities Coordinator - Student Activities WEC Coordinator-Student Groups Coordinator - Substance Abuse Coordinator - Technical Coordinator - Transfer Coordinator -Tutoring Center Coordinator - Veterans Coordinator - WEC Engineer - Technical Support Financial Aid Officer Graphic Artist Graphic Artist/Designer Graphic Arts - Layout Job Developer Job Developer/Placement Officer Manager - Custodial/Housekeeping Manager - Financial Aid Operations Manager - Gymnasium Manager - HVAC Manager - Mail & Receiving Manager - Network Operations Program Manager - Operations Manager - Telecommunications Media Producer/Director Newswriter Newswriter-Public Relations Officer - Accounts EOF Officer - Accounts Receivable Officer-Admissions Officer - Admissions (Bilingual) Officer - Admissions (Recruiter) Officer - Career Development Placement

Technician - Television Officer - EOF Bilingual Officer - EOF I Officer - Financial Aid (Bilingual) Officer - Financial Aid (Workstudy) Officer - Job Developer/Placement Officer - Payroll Officer - Student Loans & Collections Officer - Student Services & Information Officer - Veterans Certifying Officer - Work Study Placement Operator-Console-Senior Programmer Programmer-Junior Specialist - Advertising Specialist - Alcoholism Specialist-Benefits Specialist - Career Development Specialist Development Specialist-Evaluation Specialist - Financial Accounting Specialist - Financial Aid Accounting Specialist-Graphics Word Processing Specialist - Print Production Specialist-Program Supervisor - Building Services Supervisor-Clinical Supervisor - Custodial / Housekeeping Supervisor-Dispatcher Supervisor - Evening & Weekend Supervisor - Science & Math Computer Lab Supervisor - Student Center Operation Teacher Advisor Teacher Advisor (Bilingual) Teacher Advisor - CCP Teacher Advisor - Counselor EOF Teacher Advisor - EOF Teacher Advisor - FDP Teacher Advisor - Special Programs Teacher Advisor - Special Services Teacher Advisor - Training Inc Teacher Advisor Counselor EOF Teacher Advisor- Training Inc Teacher Advisor-WISE Technical Support Engineer Technician - Audio Visual Technician - Library Media

Technician - Support Engineer

LEVEL III - \$34,900 Minimum

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Accountant - General Ledger
                                           Manager - Electric Maintenance
Administrative Assistant
                                           Manager - Electric Maintenance & Repair
Advisor - Certifying Officer
                                           Manager - Food Service
Advisor - Foreign Student
                                           Manager - Office
Assistant Director
                                           Manager - Payroll
Assistant Director - Assessment
                                           Manager - Print Shop
Assistant Director - Athletic/Intramural
                                           Manager - Production
  Coord.
Assistant Director - Enrollment Services
                                           Manager - Production Services MPT
Assistant Director - Financial Aid
                                           Manager - Word Processing
Assistant Director - Fin. Aid/EOF Awards
                                           Nurse - Registered
Assistant Director - Mary Burch
                                           Nurse - Supervisor
Assistant Director - Processing & Records
                                           Officer - Financial Aid Accounting
Assistant Director - Recruitment
                                           Social Worker
Assistant Director - Registrar
                                            Specialist - Report (Financial Aid)
Assistant Director - Special Programs
                                            Supervisor - TV Engineering Operations
Assistant Director - Testing
                                           Teacher Advisor/Counselor (Senior)
Assistant Director - WEC
                                            Teacher Advisor/English (Senior)
Assistant Director - Registrar
                                           Teacher Advisor/Math (Senior)
                                           Teacher (Head)
Assistant Director - Research Planning
Assistant Registrar - Graduation
                                           Technician - Audio Visual (Senior)
Assistant Superintendent - Building &
                                           Technician - TV Systems
  Grounds
Associate Registrar
Buyer - Senior
Coordinator - Academic Foundations
Coordinator - Activities Services
Coordinator - Challenge Grant High School
   Project
Coordinator - CIS Laboratory
Coordinator - Computer Laboratory
Coordinator - Cooperative Placement
Coordinator - EOF Office Operations
Coordinator - Facilities Usage
Coordinator - MPT Academic Program
Coordinator - Laboratory
Coordinator - Non-Traditional Programs
Coordinator - Public & Community Relations
Coordinator - Reference Services - WEC
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Developer - Customized Programs

Coordinator - Trade & Technical Programs

Coordinator - Talent Search

Coordinator - TEC

Engineer Plant Manager - Accounting Manager - Custodial Services

LEVEL IV - \$ 38,900 Minimum

Architect - Institutional Assistant Director Assistant Director-Auxiliary Services Assistant Director-Enrollment Services Assistant Director - Facilities Management Manager - Collections Manager - Facilities Management Manager - Print Shop II Manager-Word Processing II Programmer-Senior Programmer-Systems Supervisor - Nurse Practitioner