

**Salem Community College**

**Collective Agreement**

**by and between the**

**Support Staff Association and  
The Board of Trustees**

**Salem Community College**

**July 1, 2006 through June 30, 2009**

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## ARTICLE I

RECOGNITIONA. Unit

The Board hereby recognizes the Salem Community College Support Staff Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all secretaries, clerk typists, maintenance, custodian, general services aides and technical assistants. All full-time positions are included in the unit regardless of funding.

## ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. No later than **November 30, 2008** the Board agrees to initiate negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

B. Negotiations shall commence with a meeting at a mutually satisfactory place within 30 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its position which is not privileged under law and which is relevant to the subject under discussion. Either party, may if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

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

D. Modification

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

## ARTICLE III

GRIEVANCE PROCEDUREA. Definitions1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party in Interest

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

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. If a grievance cannot be resolved informally, the grievant shall follow the procedure stated in Section C of this Article.

C. Procedure1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. If the employee fails to file a written grievance within ten (10) business days of the date the alleged violation becomes known to the employee, such shall be considered as a waiver of the right to pursue said grievance.

2. Level One - Appropriate Supervisor

If an aggrieved person is unable to resolve the grievance informally, then the aggrieved person shall file his/her grievance in writing with the appropriate Supervisor. Such grievance shall be filed within ten (10) business days of its occurrence. The appropriate Supervisor shall respond to said grievance, in writing, within five (5) business days of its receipt by the Supervisor.

3. Level Two - President

If the aggrieved person is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) business days after the grievance was delivered to the appropriate Supervisor, then the grievant may submit the grievance to the President of the College. Such submission must be in writing and must be delivered to the President of the College within five (5) business days of the date the decision was received from the appropriate Supervisor or within five (5) business days of the expiration of the time for response by the appropriate Supervisor, whichever is appropriate. The president of the College shall respond to the grievance within ten (10) business days after receipt of said grievance. If the

grievant is dissatisfied with the decision of the President the Association may submit the matter to The Board of Trustees.

#### 4. Level Three - Board of Trustees

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within ten (10) business days after the grievance was delivered to the President, then, the grievant may submit the grievance to the Board of Trustees. Such submission must be in writing and must be delivered to the Secretary of the Board of Trustees within five (5) business days of the date the decision was received from the President or within five (5) business days of the expiration of the time for a response by the President, whichever is appropriate. The Board of Trustees may, but shall not be required to, conduct a hearing with regard to the grievance. Whether or not a hearing is convened, the Board of Trustees shall render a decision in writing within twenty (20) business days after the submission of the grievance to the Secretary of the Board of Trustees. If the grievant is dissatisfied with the decision of the Board of Trustees, the Association may submit the matter to arbitration.

#### 5. Level Four - Arbitration

(a) Within twenty (20) school days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the **Public Employment Relations Commission or the American Arbitration Association** by either party. **The parties shall be then bound by the rules and procedures of the respective agency in the selection of an arbitrator.**

(b) The arbitrator so selected shall confer with the Representatives of the Board and the Association and hold a hearing promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) In the event that the parties disagree as to whether or not a grievance is arbitrable, then the matter shall be submitted to the Public Employment Relations Commission for determination.

(d) The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### D. Rights of Employee to Representation

#### 1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his option, by the representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## 2. Reprisals

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

## E. Miscellaneous

### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the appropriate administrator directly and processing such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### 2. Written Decisions

Decisions rendered at all levels of the grievance procedure established in Section C of this Article shall be in writing and shall set forth the decision and the reasons therefore. Such writing shall be transmitted to all parties in interest including the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 5(b) of this Article.

### 3. Separate Grievance File

All documents, communication and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants,

### 4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of any employee pending charges shall be with pay.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

F. Grant Funding

Notwithstanding anything to the contrary in this document, positions established on the basis of external funding will be contracted solely on the guaranteed receipt of said funds.

Members of the unit shall be considered for grant funded positions and afforded the opportunity to return to their prior positions once the grant is completed. Seniority will continue to accrue during this change in position title.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time available information concerning the financial resources of the College, including, but not limited to: annual financial reports and audits and a directory of all personnel in the unit.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he/she shall suffer no loss in pay.

C. Designated representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.

D. The Association and its representatives shall have the right to use school rooms when such rooms are not otherwise in use and when custodial personnel are already on duty. A request for use of a room shall be made in writing at least 48 hours in advance of the date requested. Such request shall be granted when the conditions stated in this paragraph have been met.

E. The Association shall have the right to school facilities and equipment, including typewriters, **computers, copiers**, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. If equipment or school facilities were to be damaged due to negligence of Association personnel, while the Association is using such for Association business, the Association will make restitution.

F. The Association shall have the right to use the **College e-mail for announcement of Associations meetings**, inter-school mail facilities and school mailboxes.

G. All job postings and advertisements for Support Staff Association positions will include the following statement: "This is a Support Staff Association position."

## ARTICLE VI

### TERMS AND CONDITIONS OF EMPLOYMENT

A. The first ninety (90) days of initial employment shall be a period of probation. Performance evaluation of the employee by the supervisor will be done on a monthly basis. During this period the employee may be terminated at any time and shall have no recourse to the grievance procedure contained in this Agreement. During this time no vacation benefits will be granted to the employee. However, sick and personal benefits will be granted to the employee. Upon successful completion of the probationary period, the employee may then use vacation benefits earned during the 90 day probationary period.

B. If an individual is called in by his supervisor to perform work beyond the regular scheduled work day for that employee as established by the employee's supervisor and the employee is called from home to return to work, the employee shall be guaranteed 2 hours work at time and one-half.

C. When an employee(s) is required to work on a designated holiday, the employee(s) shall receive double time.

#### D. Office Personnel

All full-time office personnel shall work a thirty-five (35) hour workweek.

Shift differential of 50¢ per hour will be paid to any employee working a shift which commences 1:00 pm or later.

#### E. General Services Aide

All general services aides covered under this agreement shall have a work day consisting of 7 hours per day with the hours of 8:30 am to 4:30 pm, unless mutually agreed upon by supervisor and employee. The normal workweek for general services aides shall be 35 hours per week.

#### F. Campus Operations

The hours for Campus Operations personnel shall be established by the Administration. Hours may be changed by the administration if the need to do so arises.

Campus Operations personnel covered under this Agreement shall have a normal work schedule of 40 hours per week. Unless mutually agreed by the supervisor and the employee, the workday will consist of 9 consecutive hours inclusive of a 1-hour meal break. If the employee's work schedule includes evening hours, he/she will not report to work sooner than 14 hours on the following day unless mutually agreed upon by the supervisor and the employee. With the mutual agreement of the supervisor and the employee, the one-hour meal break can be shortened or waived.

No Shift Differential shall be paid to Campus Operations personnel when the employee's shift commences prior to 10:00 pm. If an employee's shift commences after 10:00 pm or later, a shift differential of 50¢ per hour shall be paid.



G. Lead Campus Operations

The Administration may designate one of the Campus Operations personnel to act as the Lead for campus operations. Said person designated as Lead shall be paid, in addition to his/her regular salary a stipend in the amount of \$2, 250.00 per year, to be paid in equal quarterly installments.

H. Compensation for Overtime

1. Paid Overtime Compensation

Employees covered under this Agreement shall be paid at the rate of 1-1/2 times the hourly rate of pay for all time in excess of the normal hours of a day under the following circumstances:

- a. The supervisor requests that the employee work overtime.
- b. Supervisor and employee mutually agree beforehand that the overtime will be compensated with overtime pay.
- c. Supervisor and employee submit the proper completed form to the Business Office (see Appendix A).
- d. For purposes of determining overtime compensations, the following shall count as scheduled workdays toward the normal total hours of the week:
  1. Paid holidays
  2. Paid sick days
  3. Paid personal days
  4. Paid vacation days
- e. Overtime compensation will be calculated on salary only. No shift differential will be paid for such time as an employee receives overtime compensation.

2. Compensatory Overtime

Overtime. Employees covered under this Agreement shall work such overtime, as the administration of the College deems appropriate. Overtime shall be assigned equitably, giving consideration to the task to be performed and the abilities of the employee. The employee will receive either compensation time or payment at the rate of one and one-half times the overtime hours worked. It shall be the right of the employee to determine whether or not the employee receives compensation time or payment for the overtime hours worked. Every effort will be made by the employee to meet the needs of the College in determining the choice of either compensatory time or payment for overtime hours worked. Compensatory time shall be utilized within 90 days of the date that said compensatory time is earned.

I. Adjusted Schedules

At the request of the employee with agreement by the supervisor, employees covered under this Agreement may adjust schedules by transferring time from normally scheduled hour(s) to another time period. The proper form must be completed. (See Appendix A)

J. Vacation Schedule

During the initial ninety (90) day probationary period, a new hire will accrue vacation benefits. However, a new hire may not use vacation time until the probationary period is successfully completed. Thereafter, each employee covered by this Agreement shall be entitled to the following vacation leave:

1. Initial employment to the July 1 immediately following 1 full year of employment – .5 days per month.
2. After 1 year to 5 years of employment – 13 days per year.
3. After 5 years to 10 years of employment – 16 days per year.
4. More than 10 years of employment – 21 days per year.

An employee shall accrue vacation on a monthly basis until the July 1 next following his/her initial employment, thereafter, full vacation rights shall be available to the employee prospectively for the entire year. If the employee leaves the employment of the College prior to the end of that year, the vacation time for that year shall be prorated. In the event that the employee has taken more vacation time than that to which he/she is entitled, the employee shall refund the value of the excess vacation time taken to the College.

Vacation times shall be scheduled in a coordinated fashion and shall be subject to the approval of the employee's immediate supervisor. Requests for vacation leave shall be made and considered as follows:

- For vacation leave in excess of three (3) consecutive days, the employee shall request vacation leave not less than four (4) weeks in advance of the requested leave. The employee's supervisor shall respond to the request for vacation leave within one (1) week of the date that the vacation leave is requested.
- For vacation leave of two (2) or three (3) consecutive days, the employee shall request vacation leave not less than one (1) week in advance of the first day of the requested leave. The employee's supervisor shall respond to the request for vacation leave within two (2) business days of the date that the vacation leave is requested.
- For vacation leave of one (1) day, the employee shall request vacation leave not less than one (1) business day in advance of the requested leave. The employee's supervisor shall respond to the request for vacation leave the same day that the vacation leave is requested.
- Employee vacation requests made with less notice than that described previously in this paragraph may be granted at the discretion of the employee's supervisor.

K. Accumulated Vacation

Employees under this Agreement shall be able to carry 20 days into each new College fiscal year beginning July 1. Unused vacation shall be paid at per diem upon termination of employment.

L. Snow Closings

Snow and other emergency closings. If an employee covered by this Agreement is not required to report to work as a result of snow or other emergency, the regular salary of the employee will be paid by the College. The employee, under such circumstances, however, shall not be entitled to payment of a shift differential.

The College reserves the right to require certain employees to report to duty during snow and other emergencies. Employees who are called in to work when the College is close under such circumstances will receive double-time and one-half pay. Employees unable to report to work as a result of the snow or other emergency shall not suffer any loss in pay if the College is officially closed. Every effort will be made to distribute emergency call-in shifts on an equitable basis. Employees who work on a day when a subsequent shift is cancelled shall not be entitled to additional compensation.

In the event that employees are called upon during a snow or other emergency, there will be no staggered shifts, and individuals will be compensated at the rate set forth herein. No additional shift differential will be paid.

M. Resignation Notification

Two (2) weeks notice is to be given by employee in writing.

N. Organizational Chart

College agrees to post an organizational chart for maintenance and custodial employees in appropriate office.

O. Commencement of Employment

New staff employees hired on or before the 15th of a month will receive credit for that month and the remaining months of the contract year for vacation, sick and personal days. Employees hired after the 15th of the month will receive one-half credit for that month and full credit for the remaining months of the contract year for vacation, sick and personal days.

## ARTICLE VII

SALARIES

A. **Base Salary.** Each unit member shall receive an increment to their previous year's base salary (salary as of June 30) as follows:

<i>For July 1, 2006 – June 30, 2007</i>	<i>Greater of \$1,000 or 3.00%</i>
<i>For July 1, 2007 – June 30, 2008</i>	<i>Greater of \$1,100 or 3.25%</i>
<i>For July 1, 2008 – June 30, 2009</i>	<i>Greater of \$1,200 or 3.50%</i>

1. Salary Ranges

PBX Operator/Communications Clerk	\$17,500 - \$32,000
Secretaries	\$18,500 - \$42,000
Campus Operations	\$18,000 - \$42,000
General Services Aide	\$18,500 - \$30,000

**No employee shall be limited to a salary increase based on the provisions of the Agreement, if said increase exceeds the maximum of their respective salary range.**

2. Longevity Bonus (one time)

Longevity bonuses shall be paid as follows:

5 years of service	= \$350.00
10 years of service	= \$400.00
15 years of service	= \$450.00
20 years of service	= \$500.00
25 years of service	= \$550.00
30 years of service	= \$600.00

The longevity bonus to which an employee is entitled shall be paid within thirty (30) days of the anniversary date of employment.

3. New employee's salary will only be based on his/her professional experience and areas of expertise.

4. The initial salary for any person employed under this Collective Agreement shall be within the ranges set forth in Article VII. When establishing an initial salary, the College may consider and give credit to the new employee for his/her years of employment and educational experience prior to his/her employment at SCC. The new employee's initial salary, however, shall not exceed 95% of the salary of a current employee who has the same or a greater number of years of employment at SCC and the same or better educational credentials.

B. Method of Payment1. Twelve (12) Months

Each employee employed on a 12-month basis shall be paid in 24 semi-monthly installments.

2. Exceptions

When payday falls on or during a school holiday, weekend, or New Jersey state-banking holiday, employees shall receive their paychecks on the last previous working day.

C. Discretionary Salary Increase

All unit members shall be eligible, at the sole and absolute discretion of the Board of Trustees, to receive a salary increase of not more than ten percent (10%) of the base salary of the employee. This increase, however shall be subject to the following provisions:

1. This salary increase shall be in addition to any other benefit applicable to the employee under the terms of this Agreement, and said increment shall be added to the employee's base salary.
2. The determination of the Board to grant or not to grant an increment under this paragraph shall not be subject to the grievance procedure or arbitration.
3. The within provisions of the collective Agreement which authorizes the award of a discretionary salary increase shall expire on **June 30, 2009**. This provision of the collective Agreement shall not be continued into a successor Agreement unless both the Support Staff Association and the Board of Trustees specifically agree to the continuation of this provision in a successor Contract.

ARTICLE VIII

SICK LEAVE

A. Accumulative

All employees covered under this Agreement shall be entitled to 12 paid sick days (one per month accumulative) each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. The aforementioned sick leave credit shall be given to any presently employed employee under the provisions described above.

C. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than July 15 of each school year.

D. After six (6) consecutive sick days, a doctor's certification must be presented to the employee's immediate supervisor attesting to the employee's readiness to return to work.

E. Employees shall receive payment for accumulated, sick leave days in accordance with the following guidelines:

1. The employee must be eligible for retirement or disability retirement.
2. The employee must have fifteen (15) years employment at SCC.
3. The payment shall be **\$35.00** per eligible day.
4. Credit for sick leave payment shall be at the rate of 25% for days accumulated prior to 7/1/88 and at 100% for days accumulated thereafter.
5. Payment of this benefit shall be made within 60 days of the date of retirement.
6. The maximum benefit payable to any employee under this provision shall to **\$3,000.00**.

## ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

All employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each fiscal year.

A. Legal or Personal Business

A paid leave of absence for legal or personal business reasons, not to exceed three (3) days for the contract year, shall be granted to employees under the following conditions:

1. Written application for the leave must be made to the immediate supervisor not less than seven (7) calendar days in advance of the date requested, except in case of emergency. The application shall set forth the reasons for the leave and why the legal or personal business cannot be conducted on a day or at a time, which does not conflict with the employee's responsibilities to the College.

2. The **immediate supervisor** shall grant or deny the request for legal or personal business leave at least three (3) calendar days prior to the date of the proposed leave. Reasons for the denial of the application shall be provided by the **immediate supervisor**.

3. Legal or personal business days shall not be accumulated from year to year. Unused days will be converted to accumulated sick days in accordance with Article VIII-E.

4. Legal or personal business days may be taken in one-quarter (1/4) day allotments.

5. Denial of an application for a leave under this paragraph shall be subject to the grievance procedure.

B. Bereavement

Each employee shall be entitled to five (5) consecutive calendar days of bereavement leave for each death in the immediate family. One (1) bereavement day may be used to attend the funeral of a member of the family who is not defined as "immediate family". "Immediate family" shall be defined as: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, grandparents or members of the family living with the employee. In the event that the employee desires bereavement leave, he/she shall notify his/her immediate supervisor as soon as possible.

C. Jury Duty

Employees who are summoned and report for jury duty or are subpoenaed and report as witness in any judicial hearing with appropriate justification shall receive a leave of absence unless excused by the court. They shall be paid the difference in pay between their jury duty allowance and their normal pay for the period involved.

D. NJEA Convention

Employees desiring to attend the NJEA Convention shall submit a request for leave two (2) weeks in advance; upon returning, they must submit proof of attendance.

## ARTICLE X

EXTENDED LEAVES OF ABSENCEA. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

B. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

C. Family Leave Act

All leaves of absence referred to in this Article shall be granted in a manner consistent with the Family Leave Act.

## ARTICLE XI

INSURANCE PROTECTIONA. Health Care Coverage

Health care insurance shall be provided by the Board. The Board shall pay the full premium for employees and family coverage.

The College shall provide, at College expense, a group prescription plan for full-time employees covered by this Agreement. The plan shall be equal to the plan in effect during the 1997-98 fiscal year, except that the co-pay for the brand-name prescription expenses shall be five dollars (\$5.00) per prescription.

B. Payment in Lieu of Health Care Insurance

The employee may elect to take \$300, if single, or \$500, if married, prorated over a twelve-month period annually in place of the health care insurance provided by the Board. Re-entry into the College's

health care insurance program will be dictated by dates as designated by the current carrier of such insurance. A payment in lieu of health insurance will be available only when permitted by the insurance carrier of the College.

C. Disability Plan

Effective July 1, 1990 the College will provide and cover the costs for the same disability plan presently in effect for the faculty and administration.

## ARTICLE XII

MISCELLANEOUS PROVISIONSA. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Printing Agreement

Copies of this Agreement shall be prepared and reproduced within 30 days after the Agreement has been signed by both parties. The Association shall be solely responsible for typing the Agreement, but Association personnel shall do so at times other than the employee's regular workday. The Board shall be solely responsible for reproducing a sufficient number of copies for both parties.

D. Educational Advancement for Employees, Spouses and Dependent Children

The College agrees to waive tuition, fees and costs for support staff members in accordance with the provisions of this paragraph. This tuition waiver benefit shall also be available to the employee's spouse and dependent children. The obligation of the College pursuant to this paragraph shall not exceed \$2,000.00 per year for each support staff employee and \$5,000.00 per year for the family of each support staff employee. In order to qualify for this benefit, the employee or family member requesting the benefit must:

1. Complete a Tuition Waiver Form.
2. Complete an Institutional Financial Aid Application.
3. If eligible, apply for financial aid other than the tuition waiver.

Tuition waivers shall not be granted to those persons eligible for other forms of financial aid nor to those who do not file a Financial Aid Application. For the purposes of this paragraph, a "dependent child" is defined as a person who is claimed as a tax dependent exemption on the Income Tax Return filed by the employee previous to the year in which the Application for Tuition Waiver is made. Under no circumstances shall a member of the support staff register for a course which is scheduled during the employee's normal working hours unless the employee receives the advance written approval of his/her supervisor. The tuition waiver benefit shall not apply to any independent study.

E. Continuing Education

1. Each employee covered by this Agreement shall have the opportunity to attend a workshop, seminar or other continuing-education course at the expense of the College under the following conditions:
  - a. Each employee shall attend no more than one continuing-education session per year.
  - b. The continuing-education session must be related to the employee's area of employment.
  - c. The absence of the employee must be approved, in advance, by the appropriate Supervisor.



- d. The continuing-education session must be approved, in advance, by the appropriate Supervisor.
- e. The cost of this benefit to the College shall not exceed \$250.00 per employee per year.

F. Mileage

1. In the event that an employee is required to use his or her personal vehicle for College business, the employee will be reimbursed at the rate **established by the Internal Revenue Service as of the January immediately preceding that fiscal year**. Any use of a personal vehicle for College business must be approved, in advance, by the employee's supervisor.

## ARTICLE XIII

### REPRESENTATION FEE & DUES DEDUCTION

A. Deduction of Dues From Payroll

The College agrees to deduct Association dues from the pay of members provided that each member voluntarily authorizes the College to deduct and remit such monies in accordance with the contractual Agreement.

B. Upon receipt of a properly executed authorization card, the sole responsibility of the College shall be to make monthly deduction remissions to the local treasurer or his/her designee. The Association agrees to hold the College harmless and indemnify the College, if necessary, against any legal liability resulting from such deductions and remissions. That is to say, the sole obligation of the College is to deduct and remit funds in accordance with this contractual agreement.

1. Representation Fee in Lieu of Dues - If an employee does not become a member of the Association, said employee will be required to pay a representation fee to the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee

- a. Notification - Prior to the beginning of each academic year, the Association will notify the College, in writing, of the amount of the regular membership dues, charged by the Association to its own members. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- b. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. The College in compliance with state law and this Agreement will

deduct from non-association employees in this bargaining unit a representation fee equal to 85% of the regular membership dues. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed. Said increase to become effective as of the beginning of the academic year, immediately following the effective date of the change.

### 3. Deduction and Transmission of Fee

- a. Notification - Once during each academic year covered in whole or in part by this Agreement, the Association will submit to the College a list of those employees who have not become members of the Association for the then academic year. The College will deduct from the salaries of such employees, in accordance with Paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- b. Payroll Deduction Schedule - The College will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the academic year in question. The deductions will begin with the first paycheck paid.
  1. Ten (10) days after receipt of the aforesaid list by the College, or
  2. Thirty (30) days after the employees begin his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the College in a non-bargaining layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
- c. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- d. Changes - The Association will notify the College, in writing of any changes in the list provided in Paragraph a. above and/or amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- e. New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, the College will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.
- f. Terminated Employees - Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues or representation fees for months subsequent to the employee's termination date.

### 4. Indemnification and Save Harmless Provision

- a. Liability - The Association agrees to indemnify and hold the College harmless against any liability which may arise by reason of any action taken by the College in complying with the provisions of this Article, provided that:
  1. The College gives the Association timely notice, in writing, of any claim demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
  2. The College will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

## ARTICLE XIV

RIGHTS AND RESPONSIBILITIES OF THE BOARD

Subject to the provisions of this Agreement and except as expressly provided otherwise by this Agreement, the Board and the President reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities, to supervise and manage the College and its staff, to determine and administer College policy, to operate the College and to direct the Support Staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the President under governing laws and regulations as set forth in the laws of the State of New Jersey and the United States.

## ARTICLE XV

CREDIT UNION

Employees covered under this Agreement may individually elect to have monthly deductions from their salaries in elected denomination for payment to individual accounts in the Salem County School Employees Federal Credit Union.

## ARTICLE XVI

WORKING CONDITIONSA. Job Description

There shall be on file in the appropriate divisional office a job description for each of the employees covered by this Agreement. This job description shall be available to the Association for inspection at reasonable times.

In the event that a job description is amended or a new job description is created by the Board of Trustees, a copy of the new or amended job description shall be provided to the Association, for its Information. Each new employee shall be provided with a copy of his or her job description at the time of initial employment and when such job description is modified or amended.

B. Agreement

During the first week of employment, the Support Staff Association shall present to each employee a copy of the current Agreement between the College and the Support Staff Association. Failure to so receive a copy of the Agreement shall not be used as a basis for a grievance against the College or for a claim of ignorance of working conditions.

C. Assigned Duties

At no time shall the College or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties appropriate to job classification and consistent with general job description for a period of longer than 15 working days unless mutually agreed to by the parties herein. This does not preclude reassignment of the employee to comparable job classifications within the College.

If an employee is assigned to another job classification for a period of longer than 15 days, the employee shall be compensated the difference between his/her current pay scale and that of the assigned job classification's pay scale.

D. Protection of Employees

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which unreasonably danger their health, safety or well-being, nor shall they be required to work in rooms with temperatures below 62 degrees, unless conditions beyond the control of the College require the maintenance of the heating system below 62 degrees.

Employees shall not be required to work in rooms with temperatures above 88 degrees, as measured in the center of the room and said condition has persisted for more than one (1) hour. In such instances, the College may exercise its normal management authority and reassign affected employees to a different work area. These provisions concerning temperature in working areas shall not be operable if overriding considerations or mandates of energy conservation make adherence impracticable.

## ARTICLE XVII

### HOLIDAYS

A. The following paid holidays shall be granted to the Support Staff Association Members each year:

New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day.

## ARTICLE XVIII

### SENIORITY

A. Definition

Seniority shall be defined as an employee's total length of service with the College beginning with the full time date of hire. Service seniority shall accumulate from the full time date of hire until there is an interruption in service. All College employment exclusive of interruptions shall be totaled in determining seniority.

An interruption in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off.

An employee, who is recalled after a one-year period of layoff, shall be considered to have retroactive and continuing seniority upon one year's completion of satisfactory full-time employment.

B. Reduction in Force

Reduction in force shall be made in inverse order of their seniority (least senior member first) within each job description provided that employees with greater seniority are capable of performing the available work as scheduled.

## ARTICLE XIX

OPTIONAL SUMMER SCHEDULE

During the months of June and July and the first two weeks of August, the College shall have the right to implement a four-day workweek. If the College exercises this right, the work day for personnel employed under this Agreement shall be:

Office Personnel – 9 ¼ hours with ½ hour for lunch.

Maintenance – 10 ½ hours with ½ hour for lunch.

Custodial – 9 ¼ hours with ½ hour for lunch.

General Service Aide – 9 ¼ hours with ½ hour for lunch.

If the College establishes a four-day workweek pursuant to this article, notice of such four-day workweek shall be provided to all affected employees at least two weeks prior to the commencement of the four-day workweek schedule. During the time that the four-day work week is implemented, the provisions of Article VI, Paragraphs C, D, E, F, and G which are inconsistent with the terms of this paragraph, shall be suspended and an employee shall not be entitled to overtime compensation, either paid or compensatory, until he shall have worked more than the hours prescribed in this paragraph. Further, if an employee utilizes personal leave, vacation leave, or sick leave while the four-day workweek is in effect, each day that the employee is on leave shall be considered as 1.25 days of leave.

ARTICLE XX

DURATION OF AGREEMENT

Duration Period

This Agreement shall be effective as of **July 1, 2006** and shall continue in effect until **June 30, 2009**, subject to the Association's right to negotiate over a Successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SALEM COMMUNITY COLLEGE  
BOARD OF TRUSTEES

By: Dorothy A. Hall  
DOROTHY HALL,  
Chairman of the Board

By: Mary E. Scott  
MARY E. SCOTT  
Secretary of the Board

SALEM COMMUNITY COLLEGE  
SUPPORT ASSOCIATION

By: Linda C. Marshall  
LINDA C. MARSHALL  
President

By: Billee Vick  
BILLEE VICK  
Secretary

APPENDIX A

Salem Community College  
Schedule Adjusted Requisitions  
For Support Staff Association

Overtime With Salary Compensation

Employee \_\_\_\_\_ Supervisor \_\_\_\_\_

Date of Overtime \_\_\_\_\_ Hours Worked from \_\_\_\_\_ to \_\_\_\_\_

Reason \_\_\_\_\_

Signatures \_\_\_\_\_

(Employee)

(Date)

(Supervisor)

(Date)

Overtime With Compensatory Time

Employee \_\_\_\_\_ Supervisor \_\_\_\_\_

Date of Overtime \_\_\_\_\_ Hours Worked from \_\_\_\_\_ to \_\_\_\_\_

Reason \_\_\_\_\_

Date(s)

Hours

Schedule of Compensatory Time

(Must be within 60 days)

Signatures \_\_\_\_\_

(Employee)

(Date)

(Supervisor)

(Date)

Adjustment Without Additional Compensation

Employee \_\_\_\_\_ Supervisor \_\_\_\_\_

Date of Overtime \_\_\_\_\_ Hours Worked from \_\_\_\_\_ to \_\_\_\_\_

Reason \_\_\_\_\_

Date(s)

Hours

Schedule of Compensatory Time

(Must be within 60 days)

Signatures \_\_\_\_\_

(Employee)

(Date)

(Supervisor)

(Date)

APPENDIX B

Employee Waiver From

Date: \_\_\_\_\_

Category of Requisition (check one)

Employee \_\_\_\_\_

Family \_\_\_\_\_ (Specify Relationship: \_\_\_\_\_)

Financial Aid Application: Filed: \_\_\_\_\_ Not Filed: \_\_\_\_\_

Student Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

Semester: \_\_\_\_\_

Code(s)	Course(s)	Credit(s)	Schedule
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Credits \_\_\_\_\_

Signature of Student \_\_\_\_\_ Date \_\_\_\_\_

Division Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Financial Aid Officer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Approver's Title \_\_\_\_\_

**Only tuition and application fee are waived**



**APPENDIX C**

Absence Reporting Form

(Forms are available in respective offices)

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