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AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION
1973-1975

7-1-73
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ARTICLE I RECOGNITION

The Middlesex County College Board of Trustees recognizes the American Federation of State, County Municipal Employees Union Local, for the duration of this contract as the sole and exclusive bargaining agent for all permanent regular full-time and permanent part-time nonacademic clericals, secretaries, technicians, machine operators, early childhood care assistants, early childhood aides, and teacher aides employed by Middlesex County College. All other employees of the College, including but not limited to clerical staff of the President's office, clerical staff of the Vice-President for Academic and Student Affairs, secretary to the Coordinator of Personnel and Labor Relations, secretary to the Vice-President for Finance, secretary to the Assistant to the President for Personnel and Labor Relations, secretary to the Assistant Vice-President for Academic and Student Affairs, Bookstore and Cafeteria personnel, students, academic faculty, counselors, librarians, Department Chairmen, Deans, Assistants to the President, Controller, Assistant Controller, Director, Coordinators, College Engineer, Office Supervisor, custodians and maintenance personnel, casual and temporary employees, police, confidential, professional and supervisory personnel as defined in the Act are excluded from the bargaining unit.

The Board of Trustees and Local may include additional classifications and job titles upon mutual agreement and they will be made part of this Agreement.

ARTICLE II DEFINITIONS

A. Permanent Regular:

An employee whose normal schedule is thirty-five (35) hours per week or more, but not more than forty (40) hours per week and is employed on a ten (10) or twelve (12) month basis. Permanent regular employees are eligible for all benefits described in the Agreement.

B. Permanent Part-Time:

For the purpose of this contract, an employee whose normal schedule is less than thirty-five (35) hours per week but works twenty-five (25) or more hours per week and who is employed for at least ten (10) months per year. Permanent part-time employees are eligible for the Retirement and Group Life Insurance Plan pursuant to the provisions of Section 5, Chapter 242, Public Laws of 1969. Permanent part-time employees are eligible for the Health Insurance Plan only when they are employed for thirty (30) hours per week or more. Permanent part-time employees are eligible to receive holiday, vacation, and paid sick leave benefits on a modified basis as defined under the appropriate sections of the Agreement, but only when they work at least twenty-five (25) hours per week.

ARTICLE III AGREEMENT CLAUSE

This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

AGREEMENT CLAUSE (Continued)

This Agreement shall supersede any rules, regulations or practices of the Board of Trustees which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of Trustees.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and therefor agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement unless by voluntary mutual consent.

ARTICLE IV UNION RIGHTS

A. Leave for Union Activity

The Board agrees to provide leave of absence with pay to permit union delegates to attend union conventions, conferences, or education classes, provided that the total amount of released time with pay during the life of this Agreement shall not exceed eight (8) days, not to exceed one bargaining unit member per department nor three (3) unit members per event.

Permission for released time must be obtained from the Coordinator of Personnel and Labor Relations and the immediate supervisor two weeks prior to the event. Names and times of persons attending union conventions, conferences, or educational classes shall be certified in writing to the Coordinator and the supervisor by the President of the union.

Permission for such released time shall not be unreasonably withheld. Leave not utilized during the life of this contract shall not be accumulated.

B. Union Representatives

1. Authorized representatives of AFSCME, who are not employees of the College, may be admitted to the premises of the College.

Requests for such visitation rights shall be directed to the Coordinator of Personnel and Labor Relations or the Assistant to the President for Personnel and shall include date, and specific work areas involved. Permission for such visits shall not be unreasonably withheld.

Campus visitation by union representatives shall not interrupt with normal College operations.

2. Duly authorized representatives of the union, and employed by the College, and certified by the President of the union in writing to the Coordinator of Personnel, shall be permitted to transact official union business on College property provided that it shall not interfere with nor interrupt normal College operations and subject to agreement by the Coordinator of Personnel and Labor Relations. Such agreement shall not be unreasonably withheld.

UNION RIGHTS (Continued)C. Union use of College Equipment

The College agrees to allow the union to use College typewriters, spirit duplicators, and adding machines for legitimate union business provided all materials and supplies used in the operation of the machines are supplied by the union and the use of the machines does not interfere with normal College operations and approved by the Personnel Office.

D. Union use of College Internal Mail System

Authorized union personnel may make reasonable use of the internal College mailing system as long as it does not interfere with normal College operations and is approved by the Coordinator of Personnel.

E. Union Purchase of College Equipment

Within the term of this Agreement, the union may purchase from the College any office equipment which is about to be replaced at a price equal to the trade-in value of said equipment.

F. Union Right to Information

The College agrees to provide the union President or Secretary/Treasurer with necessary public documents that will aid the union in negotiations and grievance processing.

The College is, however, under no obligation to provide any public documentation altered to fit specific union needs.

G. Union Right to Bulletin Board Space

The College shall provide reasonable bulletin board space for the posting of union notices to its members. Every notice posted, shall bear the name of the person or organization responsible and a removal date.

H. Posting of Job Vacancies

Notice of all vacancies and new positions shall be posted on a designated employee bulletin board, location to be agreed upon by the parties, for a period of five (5) calendar days. A copy of the notice shall be furnished to the union President prior to posting.

Notices of vacancies and new positions shall contain classification, summary of job description, location, pay rates and hours or work.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

I. Dues Deduction

The College agrees to honor each properly completed and signed AFSCME Local dues deduction authorization form in accordance with the New Jersey Public Employee's Dues Deduction Law N.J.S.A. 52:14-15.9e. A deduction will be made from an individual's gross pay once a month.

Upon termination of employment, a final dues deduction not to exceed the regularly scheduled amount shall be made from the last pay owed the individual. The College shall have no obligation to collect or transmit monies to AFSCME Local for unpaid dues.

A dues deduction authorization form, agreed to by the union and the College, will be considered valid for the term of this Agreement. The Treasurer of the union shall notify the College of any change in the amount of dues or assessments to be deducted thirty (30) days prior to the intended effective date of such change.

All dues collected by payroll deduction in the preceding month, will be transmitted by College check together with an itemized statement to the Treasurer of the union by the tenth (10) day of the succeeding month.

The union shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the College in reliance upon dues deduction authorization forms submitted.

ARTICLE V EMPLOYEE FRINGE BENEFITS

A. Paid Holidays

The following days only shall be recognized as paid holidays for bargaining unit members:

- New Year's Day
- President's Day (third Monday in February)
- Good Friday
- Memorial Day (last Monday in May)
- Independence Day
- Labor Day
- Columbus Day (second Monday in October)
- Veteran's Day (fourth Monday in October)
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day

For the purpose of this Agreement, any of the above designated holidays which fall on Sunday shall be observed on the following Monday, and any falling on Saturday shall be observed on the preceding Friday.

Permanent part-time employees shall be paid for the holidays listed above, when performing no work thereon, at the rate of their straight-time hourly earnings for the number of hours they normally would have worked if the day was not a holiday.

Paid Holidays (Continued)

Bargaining unit members shall be paid double-time for all hours worked on a holiday. The Board shall make an earnest attempt to notify the bargaining unit members that the person may be requested to work on any of the above holidays.

To qualify for holiday pay, the bargaining unit member must be on the active payroll of the College and must have worked the full regularly scheduled workday, immediately preceding the holiday and the regularly scheduled workday immediately following the holiday, unless the absence is authorized by the Coordinator of Personnel and Labor Relations and/or the immediate supervisor.

Holidays that fall within a bargaining unit member's vacation period shall be celebrated at a mutually agreed upon time with the employee and the immediate supervisor and/or the Personnel Office.

B. Vacation

Following two months of continuous full-time employment, employees shall be credited with two days vacation leave; and vacation shall accumulate thereafter at the rate of one day per full month worked.

After three years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half ($1\frac{1}{2}$) days per full month worked.

After five years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.

Vacation leaves shall be taken after notification and approval by the immediate supervisor. Supervisors shall, in the spring, develop a vacation schedule with consideration given to seniority and needs of the department.

Should an employee decide to request vacation other than the established vacation schedule, the employee shall provide the supervisor with at least ten (10) days advance notice.

Vacation allowance must be taken during the current calendar year, however, the employee may carry forward into the next succeeding year earned vacation credit not to exceed ten (10) days.

The rate of vacation pay for permanent part-time and permanent full-time employees shall be the employees regular straight-time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period unless the pay period immediately precedes a contract raise date and then the employee shall receive the higher rate.

Permanent part-time employees shall accumulate vacation leave as outlined above, but shall receive pay prorated on the basis of the average straight time hours worked per day during the preceding two month period.

C. Health Benefit Plan

A health benefit plan including major medical coverage, shall be provided by the College. The health benefit plan shall be provided at no cost to the employee and their dependents provided:

- 1. The employee works thirty (30) hours or more per week.
- 2. The employee has completed three (3) months of continuous service.

D. Education Assistance

All employees covered by this Agreement, will be permitted to take courses offered by the College without tuition charge, provided that the admission requirements are met.

Lawful dependents of the employee shall also be eligible for tuition free entrance to College courses if they meet admission requirements.

If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee and the College, the supervisor and the employee, in cooperation with the Personnel Department, may reschedule the employee's work hours to allow participation during working hours.

ARTICLE VI PAID LEAVES OF ABSENCE

A. Sick Leave

- 1. Following two (2) months of employment, employees in the bargaining unit shall be entitled to one (1) day sick leave for each month worked with a maximum of twelve (12) days sick leave per calendar year.
- 2. Permanent part-time employees who work twenty-five (25) hours per week or more, shall be entitled to one (1) day sick leave for each month of service worked with a maximum of twelve (12) days sick leave per calendar year. Payment for sick pay shall be based on the number of hours the individual would have worked that day had the individual not been sick.
- 3. The College may require proof of illness of an employee on sick leave whenever such requirements appear reasonable.
- 4. If an employee is absent due to sickness, the College shall be notified prior to the employee's starting time.
- 5. Sick leave days not used during the year shall be accumulated from year to year.

B. Family Illness

Permanent employees shall be entitled to three (3) days per year for sickness in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, father-in-law, and mother-in-law.

If an employee is to be absent, the College shall be notified prior to the employee's starting time.

C. Funeral Leave:

1. Permanent employees shall be entitled to a maximum of four (4) consecutive days of absence with pay immediately following a death in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, sister, father-in-law, or mother-in-law.
2. Employees shall be entitled to one (1) day with pay to attend the funeral of a relative who is not a member of the immediate family.

D. Jury Duty

The College will grant permanent employees time off for jury duty and will pay the employee the difference between the employee's jury pay and the employee's regular straight-time during the regular workweek. The employee must present proof to the College of jury service and the amount paid for such service.

E. Personal Leave

Permanent employees shall be entitled up to two (2) days per year for the purpose of transacting or attending to personal, legal, religious, or business matters which require absence during working hours.

Except in emergencies, the employee shall provide the immediate supervisor and the Coordinator of Personnel three (3) days written notice of intent to take personal leave.

The College reserves the right to deny the request for personal leave as conditions warrant, but authorization shall not be unreasonably withheld.

Personal leave shall not be cumulative and shall not be charged against sick leave. Personal leave shall not be taken in conjunction with vacation or sick leave.

F. Annual Military Duty

Permanent employees shall be granted leave of absence to meet annual two (2) weeks military duty field obligations.

The employee must provide the supervisor and the Coordinator of Personnel a copy of the official military orders two (2) weeks prior to such leave.

Such leave shall not be charged against vacation time. The employee will be paid the difference between his regular College salary and his service pay for such period.

Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges, or benefits.

G. Disability Leave

Bargaining unit members shall be entitled to one (1) week disability leave per full year of employment at the College at fifty (50) percent of the individuals salary after exhaustion of all accumulated sick leave provided:

1. The employee's disability and its continuance is affirmed by acceptable medical evidence.
2. The employee has not abused the sick leave benefits by past falsification or misrepresentation of sickness.

ARTICLE VII NONPAID LEAVES OF ABSENCE

A. Military Leave

Permanent employees shall be granted military leaves of absence in accordance with the provisions of the Universal Military Training and Service Act and other similar legislation relating to employment rights of persons in the military forces of the United States.

B. Personal Leave Without Pay

An employee upon two (2) weeks advance written notice to the Personnel Department and the immediate supervisor may be granted by the Board up to thirty (30) days leave of absence without pay for personal reasons.

The request for leave without pay, shall state the reasons for the leave and anticipated date of return to employment.

It is agreed by the Board and the union that a request for personal leave without pay for thirty (30) days or less may be for the adoption of children.

Any employee who fails to return to work within three working days after the expiration date of the approved leave shall be deemed to have terminated employment.

An employee accepting employment elsewhere during a leave granted shall be terminated.

C. Maternity Leave

1. A maternity leave is to be regarded as a temporary disability and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability.
2. Not later than the fourth month, the staff member shall notify the Coordinator of Personnel in writing of the condition of pregnancy. Upon notifying the Coordinator of Personnel, the staff member shall let it be known as to plans of continuing employment or taking leave of absence not to exceed one year. Notification of pregnancy shall be accompanied by a statement from her physician giving the state of condition of the pregnancy, the anticipated delivery date and her ability to continue her normal duties.

Maternity Leave (Continued)

3. Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.
4. The bargaining unit member's position or a position of equal grade shall be made available to her within thirty (30) days after written notification to the Coordinator of Personnel of her intent to return to full-time employment.
5. The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the College during such period.

ARTICLE VIII WORKING CONDITIONS

A. Call-Back-Pay

Any employee who is called back to work after completing the regular shift and has left the campus shall be guaranteed a minimum of four (4) hours work at time and one-half or pay in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) minimum guarantee, which are required by the employee's supervisor.

If the employee's call-back-time work assignment and regular shift overlap, the employee shall be paid time and one-half for the first two hours of work. Thereafter, for the balance of the regular work shift, the employee shall be paid the appropriate rate.

B. Rest Periods

Bargaining unit members may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the immediate supervisor. A rest period may not be used to cover a bargaining unit members late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

C. Overtime

Work in excess of seven (7) hours a day and thirty-five (35) hours a week for thirty-five (35) hour employees; work in excess of eight (8) hours a day and forty (40) hours a week for forty (40) hour employees shall be considered overtime and shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate of the employee.

When an employee is required to work more than an hour past the normal workday, the employee shall be entitled to a one-half ($\frac{1}{2}$) hour dinner period at no loss of pay and a dinner allowance of three (\$3.00) dollars.

Overtime shall be voluntary. Nevertheless, each employee is expected to be available for a reasonable amount of overtime work.

Overtime (Continued)

Employees shall be compensated at time and a half for work performed on the sixth consecutive day of any workweek.

Overtime checks shall be distributed the first pay period in the following month of which said overtime was worked.

Employees shall be compensated at double time for work performed on Sundays (when not part of their regularly scheduled workweek), or work performed on the seventh workday of any workweek.

The approval of the immediate supervisor must be obtained prior to working overtime.

D. Workweek

Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of one (1) hour lunch periods. The normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day, over a period of five (5) days in a given week, exclusive of one (1) hour lunch periods. It is understood and mutually agreed that operating needs of a department shall govern the scheduling of shifts.

The regular starting time of work shifts shall not be changes without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the union.

Present work schedules shall remain in effect as far as practical with full understanding of the operational needs of any given department. The College has the right to set hours within the limits as defined above and determine shifts as operational needs dictate.

E. Shift Differential

Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 7:00 a.m., shall receive an additional fifteen (15¢) cents per hour in addition to their regular pay.

F. Emergency Closing

The College and the union recognize that from time to time the campus may be closed for emergency reasons.

When the College is closed for faculty and students, all employees will report for work. When the College is closed for all staff, because of inclement weather, the following employees only will be required to work:

1. Switchboard Operators
2. Selected Personnel

Emergency Closings (Continued)

When the College is closed for all staff and only essential staff are required to work, essential staff will be paid a rate of one and one-half times their regular salaries. When requested by the employee, because of inclement weather, the College will make an earnest attempt to arrange transportation for essential employees.

G. Health and Safety

The College shall continue to make reasonable provisions for the safety and health of its employees in accordance with the requirements of Federal and State laws.

The union agrees to cooperate with the College to the fullest extent to enforce health and safety practices. The union President or designee, shall meet once a month, if warranted, with the Coordinator of Personnel to discuss matters concerning health and safety standards.

H. Subcontracting of Work

If, during the term of this Agreement, the College contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given priority to continue their employment within their classification or any other position available for which they are qualified.

The College agrees to meet with the union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a lay-off or job displacement will result.

I. Student Help

The union recognizes the commitment of the College to its students and to provide students with part-time employment.

Student help will not be used in a manner to permanently replace full-time bargaining unit members.

ARTICLE IX PROBATION, SENIORITY AND TERMINATION

A. Probationary Status

It is agreed that the first sixty (60) days of employment of any new employee shall be a trial period during which time the College shall have the unqualified right to dismiss such new employee. Dismissal shall not be subject to the grievance provision of this Agreement.

The College may request an extension of the probationary period for an additional thirty (30) days, where the College believes the probationary period was insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. Seniority

A newly appointed employee shall be considered probationary and without seniority.

Seniority is defined as an employee's total length of service with the College beginning with the employee's date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

An employee shall be considered to have job classification seniority upon successful completion of a probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

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

Absence without leave for three (3) days or failure to return from any leave of absence shall be considered a resignation.

An employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

In the case where an employee is promoted but does not successfully complete a thirty (30) day probationary period, the employee may return to the previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

For the purpose of layoff and recall, the President, Vice President, Recording Secretary and Secretary/Treasurer and the Chief Shop Steward shall be granted top seniority during their terms of office, provided they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The union will provide the Coordinator of Personnel with a list of names of the individual's holding the positions described as being granted top seniority and keep the list current.

Where ability to perform work and seniority are equal, the person with the most seniority shall be given first consideration in promotions, demotions and layoffs, recall, shift assignments and vacation schedules.

The College shall maintain a current seniority list and shall furnish copies of the seniority list to the union President on June 30th and January 4th of each year.

C. Termination

An employee who resigns shall give a two week written notice to the immediate supervisor and the Personnel Office.

No employee who resigns after charges of misconduct have been served upon the person shall be entitled to compensation for accrued vacation pay.

D. Discipline and Discharge

The College retains the right to discipline and discharge employees for just cause.

ARTICLE X GRIEVANCE PROCEDURE

A. Definition:

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement.

B. Procedure:

Step One: Informal - Immediate Supervisor

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant should know of its occurrence, the employee either directly or accompanied by a steward, will present the grievance informally to the immediate supervisor.

Within three (3) working days after presentation of the grievance, the supervisor will render a decision orally to the employee and the steward.

Step Two: Formal - Coordinator of Personnel and Labor Relations

Within five (5) days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Coordinator of Personnel and Labor Relations.

The Coordinator will arrange a meeting at a mutually agreeable time and place not later than five (5) working days after receipt of the written grievance. The aggrieved party and steward shall be entitled to be present at the meeting.

The Coordinator shall give a written answer to the grievance to the employee and the union within five (5) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the union at Step Two.

Step Three: Assistant to the President for Personnel and Labor Relations

Within five (5) working days after receiving the decision of the Coordinator of Personnel and Labor Relations, an appeal of the decision may be made by the union or the employee to the Assistant to the President for Personnel. It shall be in writing and accompanied by a copy of the decision at Step Two.

Step Three (Continued)

Not later than ten (10) working days after receipt of the appeal, the Assistant to the President or his designee, shall hold a hearing on the grievance.

Within ten (10) working days after the hearing, the Assistant to the President or his designee, shall render a decision in writing.

Step Four: Final and Binding Arbitration

In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the union may appeal the dispute within ten (10) working days to arbitration.

The aggrieved party shall propose in writing a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

The arbitrator shall conduct a hearing at a mutually satisfactory time and place but not later than thirty (30) days after filing for arbitration.

The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the union, and the employee or employees involved, subject to the limitations specified in this Agreement.

Arbitration awards or grievance settlements will not be made retro-active beyond the date of occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step Two.

The expenses and fees of the arbitrator shall be shared equally by the College and the union.

The arbitrators function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge or alter the scope or meaning of the Agreement or any provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

C. Miscellaneous

1. The union or the employee may not present any allegation at Step Three or Step Four not presented in Step Two.
2. Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

C. Miscellaneous (Continued)

3. Time limits provided in this grievance procedure may be extended by mutual agreement.
4. The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be the sole remedy and a grievance under this Agreement shall no longer exist.
5. Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the American Arbitration Association a list of arbitrators, and will agree upon a panel of three arbitrators, obtaining additional lists, if necessary. The parties shall furnish the American Arbitration Association the names of the arbitrators selected. Thereafter, the American Arbitration Association shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.

ARTICLE XI SALARY AND CLASSIFICATION SCHEDULE

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLES</u>
2	\$4309	\$5770	A.V. Aide Clerk-Typist II Library Assistant II Messenger II
3	4523	6060	Keypunch Operator II
4	4750	6363	Clerk I Switchboard Operator I
5	4990	6690	Account Clerk II Clerk-Typist I Inventory Clerk Library Assistant I Messenger I Expediter
6	5242	7018	Keypunch Operator I * Lab. Coordinator (Hotel Restaurant Management) * Lab. Coordinator (Marketing Art and Design) * Lab. Coordinator (Secretarial Science) Steno-Typist II Machine Operator I

ARTICLE XI SALARY AND CLASSIFICATION SCHEDULE (Continued)

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLES</u>
7	\$ 5506	\$ 7371	Senior Library Assistant
8	5770	7711	Offset Operator II Part-time Dispatcher
9	6060	8090	Account Clerk I Cashier Computer Operator II Steno-Typist I
10	6363	8505	Secretary II
11	6690	8920	Administrative Aide Evaluator Publication Coordinator * Teacher Aide Video Technician Day Care Aide
12	7018	9374	Computer Operator I Equipment Aide * Lab. Coordinator II (Science Engineering & Technology)
13	7371	9840	Offset Operator I
14	7711	10,332	Secretary I Early Childhood Coordinator
15	8090	10,848	* Graphic Arts Specialist Lab. Coordinator I (Science Engineering & Technology) Lead Computer Operator
16	8505	11,970	
17	8920	12,574	
18	9374	13,205	Jr. Accountant
19	9840	13,872	
20	10,332	14,578	Computer Programmer

When and if the College, at its discretion, establish new jobs, adds to or removes duties from existing jobs, or combines all or part of the duties of two or more jobs, the union may challenge commencing at Step Three of the grievance procedure the accuracy of the job rate and classification assigned to the job.

ARTICLE XII PARKING AND IDENTIFICATION

A. Parking

At the time of employment, each employee will be provided with a parking sticker for his car and a booklet describing the motor vehicle regulations for the College. Regulations shall be strictly adhered to. A new sticker will be supplied on the expiration date shown on the sticker. Upon termination of employment, parking sticker should be removed from the vehicle.

B. Identification

Each employee shall, at the time of employment, receive an identification card supplied by the College Police Department. The card should be carried at all time when on campus. Identification cards should be turned in at the Police Department at the time of termination of employment.

ARTICLE XIII MANAGEMENT RIGHTS

AFSCME recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

ARTICLE XIV NO STRIKE CLAUSE

The American Federation of State, County Municipal Employees Local, and all bargaining unit members shall not cause, engage in or sanction any strike, slow-down, or other concerted action for the term of this Agreement.

ARTICLE XV NONDISCRIMINATION

The union and the College agree there shall be no discrimination as to sex, age, nationality, race, religion, political affiliation, union membership, or union activities.

ARTICLE XVI MISCELLANEOUS

A. Savings Clause

The College and the union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or state or federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalid portion thereof.

B. Printing Agreement

The College agrees to pay for the printing of this Agreement in sufficient quantities so that each employee in the bargaining unit will receive a copy and additional copies will be distributed to employees hired during the term of this Agreement.

ARTICLE XVII DURATION

This Agreement shall be effective upon ratification of both parties and shall continue in effect until June 30, 1975, except:

- 1) A general salary increase for one year of \$475 per 12-month full-time employee shall be retroactive to July 1, 1973. Part-time and 10-month employee raises shall be prorated.
- 2) The parties agree to negotiate only salary and salary structure for 1974-75. Negotiations on salary shall commence no later than April 1, 1974.
- 3) Any promotions made within the bargaining unit in 1973 shall be retroactive to October 1, 1973.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on June 30, 1975.

THE BOARD OF TRUSTEES OF
MIDDLESEX COUNTY COLLEGE

THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES UNION

CHAIRMAN

PRESIDENT

SECRETARY

WITNESS

Vice President
Margaret Valenti
Treasurer
Nina Langenohl
Recording Secretary
Rosemary Lucanegro

Executive Board Members
Ida Pino
Nettie Natter
Janie DiPaolo

ADDENDUM

* The positions of Laboratory Coordinator and Teacher Aide shall be ten-month positions.

All persons employed in these titles prior to May 1, 1972, were given the option, subject to approval of their immediate supervisors, of converting from a twelve-month status to a ten-month status.

** Whenever an employee is assigned to substitute for an employee in a higher classification for more than one full day, the employee shall be paid a differential of twenty-five (25¢) cents per hour. The differential shall not be retroactive for work performed on the first day.

