

Contract no. 611

AGREEMENT

BETWEEN

UNION COUNTY COLLEGE

AND

UNION COUNTY COLLEGE

PHYSICAL PLANT ASSOCIATION

UNIVERSITY
AGREEMENT

A G R E E M E N T

Between

UNION COUNTY COLLEGE

And

UNION COUNTY COLLEGE
PHYSICAL PLANT ASSOCIATION

July 1, 1990 to June 30, 1993

Thomas H. Brown
For The Board of Trustees of
Union County College

3/20/91
Date

John V. Terranova
For the Union County College
Physical Plant Association

3/20/91
Date

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	INTRODUCTION	1
II.	RECOGNITION	2
III.	DEDUCTION OF DUES FROM PAYROLL	4
IV.	PROBATIONARY PERIOD	8
V.	MANAGEMENT RIGHTS	9
VI.	ASSOCIATION RIGHTS AND PRIVILEGES	11
VII.	NEGOTIATION OF SUCCESSOR AGREEMENT	13
VIII.	HOURS OF WORK AND OVERTIME	14
IX.	SENIORITY	19
X.	PERFORMANCE EVALUATIONS	24
XI.	DISCIPLINE AND DISCHARGE	26
XII.	GRIEVANCE PROCEDURE	28
XIII.	HOLIDAYS	31
XIV.	VACATIONS	33
XV.	NON-DISCRIMINATION	35
XVI.	SICK LEAVE	36
XVII.	JURY DUTY	38
XVIII.	BEREAVEMENT LEAVE	39
XIX.	INSURANCE COVERAGE	41
XX.	MISCELLANEOUS PROVISIONS	43
XXI.	WAGES	46
XXII.	MAINTENANCE OF OPERATIONS	49
XXIII.	SEPARABILITY AND SAVINGS	51
XXIV.	FULLY BARGAINED PROVISIONS	52

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
XXV.	SAFETY AND HEALTH	53
XXVI.	MEAL REIMBURSEMENT, SHOE AND CLOTHING ALLOWANCE	54
XXVII.	TERM AND RENEWAL	56

ARTICLE I
INTRODUCTION

THIS AGREEMENT entered into this 28th day of January 1991, by and between UNION COUNTY COLLEGE, hereinafter called the "College," and UNION COUNTY COLLEGE PHYSICAL PLANT ASSOCIATION/NJEA, P. O. BOX 232, GARWOOD, NEW JERSEY, hereinafter called the "Association," represents the complete and final understanding of all bargainable issues between the College and the Association.

ARTICLE II

RECOGNITION

Section 1. The College agrees to recognize the Association as the exclusive collective bargaining agent for all employees in the unit described below.

Section 2. The unit covered by this Agreement consists of all full-time and regular part-time custodians and maintenance employees employed at Cranford, Scotch Plains, Elizabeth, and Plainfield, New Jersey, excluding all office, clerical employees, professional employees, guards, supervisors, and student work study personnel and all other employees.

Section 3. A "temporary" is an individual who is hired by the College to replace an employee on leave of absence. Such individual shall be temporary for a period of up to four months and will be so informed at the time of hire. Upon request and by mutual agreement the four month period may be extended for the length of the leave of absence. If an individual working in a temporary capacity is selected to fill a vacancy within the unit, the previous period of temporary employment shall be credited towards the employee's seniority related benefits only, i.e. sick days, vacation days and layoff and recall rights under the agreement.

Section 4. In the event that an existing college facility is closed due to an administrative determination, the employees assigned to that facility shall be reassigned to the Cranford campus.

Section 5. In the event a new College-operated facility is opened, bargaining unit work to be performed by College employees will be assigned to members of the Association. The employee has a right to refuse reassignment to the new facility. Such right shall be first offered to the most senior unit member. In the event that no employees accept reassignment, the College shall have the right to assign the least senior employee(s) in the bargaining unit.

ARTICLE III

DEDUCTION OF DUES FROM PAYROLL

Section 1. All present employees, who are members of the Association on the effective date of this Agreement, may remain members of the Association, in good standing, by payment of regular monthly dues. All present employees, who are not members of the Association, will pay a representation fee, as set forth hereinafter.

a. Purpose of Fee -- Employees who do not wish to become members of the Association will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

b. Amount of Fee

(1) 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, initiation fees, and assessments 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 law.

(2) Legal Maximum -- In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the

representation fee may be set up to 85 percent of that amount as the maximum presently allowed by law. 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.

c. Deduction and Transmission of Fee

(1) 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 current academic year. The College will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(2) Payroll Deduction Schedule -- The College will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question. The deductions will begin with the first paycheck paid:

- (i) ten (10) days after receipt of the aforesaid list by the College, or
- (ii) thirty-one (31) days after the employee begins 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 unit position or was on 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.

(3) 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.

(4) Changes -- The Association will notify the College, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the College received said notice.

(5) 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 thirty-day (30) period. The list will include names, job titles, and dates of employment for all such employees.

(6) Terminated Employees -- Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employees termination date.

d. Indemnification and Save Harmless Provision

(1) 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:

- (i) 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
- (ii) If the Association so requests, in writing, the College will surrender to it, full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the Association in gathering evidence securing witnesses, and in all other aspects of said defense.

ARTICLE IV

PROBATIONARY PERIOD

Section 1. It is expressly understood and agreed that new employees shall be on probation and shall not attain seniority status during the first thirty (30) calendar days. After completion of the thirty (30) calendar days, an employee shall attain seniority status, and the employee's service date will be calculated from the date of employment.

Section 2. During the employee's probationary period, the College shall have the unqualified right to dismiss such new employee. Such dismissal shall not be subject to the grievance or arbitration provisions of this Agreement.

Section 3. The College shall have the right to extend an employee's probation for one period of an additional fifteen (15) working days, provided notice is given to the President of the Association.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Subject to the provisions of this Agreement, the College hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities vested in it prior to the signing of this Agreement, including, without limiting the generality of the foregoing, the following rights:

a. To the Executive Management and Administrative Control of the College premises, properties, and facilities, academic operations and business operations, and the activities of its employees;

b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;

c. To suspend, demote, discharge, or take any other disciplinary action for just cause and to relieve employees from duty because of lack of work, or for other legitimate reasons, including the right to subcontract work for legitimate reasons, provided that doing so does not result in the layoff of any bargaining unit employees.

Section 2. The exercise of the foregoing powers, rights, authorities, duties or responsibilities, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall

be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

Section 3. It is the intention hereof that all of the powers, rights, authority, duties, or responsibilities that the College had prior to the signing of this Agreement are retained by the College, except and only to the extent that they are specifically abridged and modified by this Agreement and further provided that such modifications or abridgment are in conformance with law.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. One designated Association representative may be granted a reasonable amount of time during regular working hours, without loss of pay, to investigate and process grievances, the representative shall not leave his work area without first obtaining permission from the employee's immediate supervisor; permission should not be unreasonably withheld.

Section 2. The Association will have the right to use certain College facilities and equipment for the purpose of official Association business relating to the employees represented by it. This includes the right to use duplicating equipment, calculating machines, audio-visual equipment (when such equipment is not otherwise in use and is available.) Permission for such use must be obtained in advance. The Association shall reimburse the College for any costs in connection with such use.

Section 3. The Association may post official Association bulletins and notices relevant to Association business. Where a bulletin board is visible to individuals other than Association members, the College retains the right to remove statements derogatory to the College or any individual.

Section 4. The Association shall be entitled to reasonable use of the inter-college mail facilities.

Section 5. The President of the Association or his/her designee, upon request in advance, may be granted permission to attend the annual convention of the New Jersey Education Association, with no loss of pay, for a period not in excess of two (2) days, provided that upon returning from such convention the employee files a Certificate of Attendance signed by the Executive Secretary of the Association.

Section 6. The Association shall inform the College in writing of the names of its officers.

ARTICLE VII

NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1. The College shall negotiate concerning any changes in terms and conditions of employment before implementation.

Section 2. Upon request, the College agrees to initiate negotiations with the Association for a successor agreement. The Association and the College shall make a good faith effort to reach agreement as quickly as possible.

Section 3. Each party shall, upon request, in advance, disclose relevant information which is not privileged under law and which is necessary to assist the party during contract negotiations.

Section 4. This Agreement shall not be modified in whole, or in part by the parties except by instrument in writing duly executed by both parties.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall consist of forty (40) hours per week, eight (8) hours per day, including a one-half (1/2) hour lunch period, five (5) days a week, and each employee shall have two (2) consecutive days off.

Section 2. All work performed in excess of eight (8) hours in any work day or forty (40) hours in any work week shall be paid for at the rate of one and one-half (1-1/2) times the regular straight time rate.

Section 3. Employees required to work on Sunday will be paid at the rate of two (2) times the regular straight time rate for all such work.

Section 4. Whenever possible and practical, employee shall be notified at least forty-eight (48) hours prior to a change in work schedule.

Section 5. Employees shall continue to receive, during the lifetime of this Agreement, a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon, as well as a ten (10) minute wash up time prior to leaving work at the conclusion of the work day.

Section 6. All employees are to work a reasonable amount of overtime. Overtime shall be equitably distributed. In the event that no employee accepts an overtime assignment, the employee with the least number of hours shall work the overtime.

Section 7. The College shall maintain a list showing the number of overtime hours offered to each member of the unit. Overtime shall be offered first to the employee with the least amount of overtime hours charged. If two employees have equal amounts of overtime, then the more senior employee shall be offered the overtime first. Overtime hours offered to an employee and refused shall be credited to the employee as if he/she accepted and worked the overtime. Overtime assignments shall be distributed to employees on a fair and equitable basis and there shall be no favoritism shown by the College in the distribution of overtime assignments.

Section 8. Overtime shall be posted at least three (3) working days before the overtime work is to be performed. An acceptance or rejection must be communicated to the Director of Physical Plant within one (1) working day of posting overtime. An employee who accepts and then is unable to work must immediately notify the Director stating the reason for his/her inability to work. The three working day notification shall not apply in the event of an emergency.

Section 9. -- Call in or Call Back. When an employee is ordered to report to work by the College, the employee shall receive a minimum of four (4) hours of work or four (4) hours pay in lieu thereof. This section shall also apply to employees who have left work and have been required to return to work in an emergency situation.

Section 10. -- Snow Removal.

a. It is expected that the custodial and maintenance employees will continue to make an effort to report to work when school has been closed due to snow, unless contacted by the Director of Physical Plant or his designee not to.

(1) If an employee is directed to stay home, the employee will suffer no loss in his/her day's pay.

(2) If an employee does not report to work and does not report to the Director of Physical Plant informing the Director of the circumstances for the absence and the reason as to why the employee did not telephone, the employee may be in jeopardy of losing that day's pay. It is incumbent upon the employee to report to the Director of Physical Plant on the first day the College is reopened or as soon as can be mutually agreed upon to submit an explanation for his actions. Each such situation will be individually reviewed, and a final determination in writing will be issued to the employee.

b. Employee performing snow removal shall be paid at a rate of two (2) times the regular straight time rate of pay for each hour of work.

c. If an employee is working and the College is closed prior to the end of his regular shift, the Director of Physical Plant shall have the option of sending the employee home early or having the employee complete his normal shift. If the employee is sent home early, he/she shall not suffer any loss of wages for the day. If the employee is retained until the end of his/her shift,

the employee will be entitled to pay at the rate of time and one-half (1-1/2) for those hours worked beyond the closing time of the College.

d. These guidelines shall be applied separately and exclusively to each shift. That is, if the College's normal schedule of opening is interrupted, the guidelines will be applied only to those shifts affected by the interruption.

Section 11 -- Special Overtime Work. When an employee is scheduled to report and reports for special overtime work, said employee shall receive a minimum of four (4) hours of work or pay in lieu thereof (time and one-half except Sundays and holidays double time). The employee may be assigned to available work when there is no work to be performed for which he reported.

Section 12. -- Summer Schedule. In the event that the College implements a summer schedule during the period from June through August, inclusive, the work week will be changed to Mondays through Thursdays with no scheduled work on Fridays, and the following contract clauses will be modified accordingly:

a. Article VI, Section 1: "The normal working week shall consist of forty (40) hours per week, ten (10) hours per day, four (4) days per week, and each employee shall have three (3) consecutive days off."

b. Article VI, Section 2: "All work performed in excess of ten (10) hours in any work day or forty (40) hours in any work week shall be paid for at the rate of one and one-half (1-1/2) times the regular straight time rate."

c. Article VI, Section 5: "Employees shall receive a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon, as well as a twenty (20) minute wash up time prior to leaving work at the conclusion of the work day."

d. Article X, Vacation: "During the summer plan of a four (4) day work week, vacation can be taken only in increments of full weeks, and a vacation week under the four (4) day work week will be counted the same as a vacation week under the normal five (5) day work week."

e. Article XII, Sick Leave: "During the summer plan of a four (4) day work week, payment for sick time will be made at a rate of ten (10) hours per day for each sick day taken, such payment not to exceed forty (40) hours per week."

f. Association shall be notified thirty (30) days in advance.

Section 13. Maintenance Lead Person Overtime Rate. When the Maintenance Leader performs overtime work he or she shall receive the lower rate of pay of a maintenance person, unless the Leader is functioning in leadership capacity.

ARTICLE IX

SENIORITY

Section 1. -- Definition. The purpose of the seniority provisions of this Article is to provide job security for all employees based on length of continuous service and giving consideration to the efficiency of College operations. Seniority is defined to mean preference in employment based on the employee's length of continuous service from the date of last hire in an employee's classification.

Section 2. -- Association Representatives. Regardless of their seniority, the Association Representatives shall be the last ones laid off and first ones rehired, provided they have the ability to perform the available work.

Section 3. -- Layoff Procedure. The Association Representative shall be called in when laying off employees, and the following procedure shall apply: (1) Probationary employees shall be laid off first; (2) the custodial employees shall be laid off in reverse order of seniority within their classification; (3) the maintenance employees shall be laid off in the reverse order of their seniority within their classification provided that those employees left have the requisite skill and ability to perform the available work.

Section 4. -- Causes for Loss of Seniority. An employee will lose all seniority rights for the following reasons: (a) voluntary quit; (b) discharge for just cause; (c) absent for three (3)

consecutive working days without notifying the employer unless he produces a good and sufficient cause for not notifying the employer; (d) fails to return from a layoff within five (5) working days from date of recall unless he produces a good and sufficient cause for not reporting; and (e) layoff for a period of two (2) years.

Section 5a. -- Recall Rights. Employees shall be recalled in the reverse order of layoff provided that they have the qualifications to perform the available work. An employee shall remain on the recall list for a maximum of two (2) years.

Section 5b. An employee will be considered recalled to work if notified by telegram, registered, or certified letter to the last known address on record with the employer.

Section 5c. Employees must keep the employer up to date on their addresses and telephone numbers.

Section 6. - Job Elimination. An employee whose job is eliminated shall have his choice of any job that his seniority would entitle him to provided such employee has the ability to perform the job.

Section 7. -- Association Representatives. The College recognizes the right of the Association to designate Association Representatives and alternates.

The authority of the Association Representative and alternate so designated by the Association shall be limited to and shall not exceed the following duties and activities.

- a. The investigation and presentation of grievances in

b. The transmission of such messages and information which shall originate with and are authorized by the Association or its officers, provided such messages and information:

(1) Have been reduced to writing, or

(2) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the employer's business.

c. The Association Representative and alternates have no authority to take strike action or any other action interrupting the employer's business, except as authorized by official action of the Association.

d. The College recognizes limitation upon the authority of the Association Representative and shall not hold the Association liable for any unauthorized acts provided that the Association complies with Section 3 of Article XVIII. The College in so recognizing such limitation shall have authority to impose proper discipline, including discharge, in the event the Association Representative has taken unauthorized strike action, including slowdown or work stoppage in violation of this Agreement.

e. Association Representatives shall be permitted to investigate, present, and process grievances on or off the College premises provided they first obtain permission from their supervisors. Association Representatives will be paid for time spent provided that there is no abuse of such privilege.

Section 8. -- Job Posting Procedure. In the event of a vacancy in the unit, such vacancy shall be posted for five (5) working days. Bids shall be reviewed by the Director of Physical Plant and the Personnel Officer and the most qualified applicant shall be selected. The Director shall consider the applicant's training skill, ability and experience in the selection process. If two (2) or more employees apply for the position and both are equally qualified, seniority will be the determining factor in the selection of the employee to fill the vacancy. Priority shall be given to unit members; however, the College may fill the vacancy by hiring a new employee. The College agrees to notify the Association when a decision is made. The substantive provisions of this Section shall not be subject to arbitration.

Section 9. -- Retirement. An employee who is continued beyond the employee's seventieth (70th) birthday shall be subject to annual review to determine whether the employee is able to perform all of the requirements of the job. The College may determine whether to retire the employee or to retain the employee subject to annual review. The College's decision shall be grievable only.

Section 10. -- Leaves of Absence. Upon completion of one (1) year of continuous employment with the College, a bargaining unit member covered by this Agreement, may be granted an unpaid leave, without benefits, for up to one (1) year for personal reasons, with the approval, in advance, of the Board of Trustees. A personal reason is defined to include maternity and/or child care leave.

In order to qualify for an unpaid leave, the employee must submit a request, in writing, to the employee's immediate supervisor setting forth the purpose of the leave. Health and welfare benefits may be continued at the employee's expense where the terms of the applicable policy of insurance permits such continuation. A request for a leave must be submitted at least two (2) months before the leave is to begin. A request for an extension of leave must be in writing and is subject to College approval or disapproval which must also be in writing and shall not be unreasonably denied. An employee shall inform the employee's immediate supervisor of the employee's decision to return from a leave at least two (2) months before the expected date of return.

ARTICLE X

PERFORMANCE EVALUATIONS

Section 1. All unit members shall be evaluated at least once during each fiscal year by his/her immediate supervisor. This evaluation process shall be designed to assist employees to improve their performance and shall be based upon the employee's responsibilities and duties. The final step of the evaluation process shall be a conference with the employee to be scheduled prior to the evaluation due date. If the supervisor determines the employee's performance to be unsatisfactory, the supervisor shall describe the unsatisfactory performance on the evaluation form. It shall be the responsibility of the supervisor to establish goals to be achieved and standards to be reached. The supervisor will identify the areas needing improvement and assistance that will be provided in achieving the goals the employee will need to accomplish. The employee shall be monitored and progress reports will be issued. The employee will be re-evaluated in ninety (90) days. The employee will sign a copy of the evaluation to be retained by the College. The signing by the employee means that the employee has read the evaluation and does not mean acceptance. The employee has the right to respond to the evaluation by attachment. The form of evaluation shall be as revised on January 28, 1991 attached to Memorandum of Agreement.

Section 2. Continued unsatisfactory performance may result in disciplinary action, including discharge.

Section 3. A copy of the evaluation of an employee by the College will be given to the employee upon request.

ARTICLE XI

DISCIPLINE AND DISCHARGE

Section 1. Non-Dischargeable Offenses for Which an Employee Must Be Warned. Should the College decide to impose disciplinary action due to a violation which is determined to be a non-dischargeable offense, the normal process will involve progressive discipline. The employee shall be given a verbal warning. At the same time the employee shall be told what the employee must do to correct the violation(s). Should the violation(s) recur within a reasonable period after the verbal warning, then a written warning may be given. A recurrence within a reasonable period after the written warning will result in further disciplinary action, including discharge.

Section 2. Dischargeable Offenses For Which An Employee May Be Discharged Without Warning. Should an employee commit a wrong which is so severe that it may be cause for immediate dismissal, including but not limited to theft, gross insubordination, drunkenness, and assault, then the College may immediately suspend the employee without pay pending an investigation. The employee shall be given written notice of the reason for the suspension. Following completion of the investigation, the College shall make known to the employee the results of its investigation. At any time the employee or his/her representative may submit information relevant to the reason for the suspension. Thereafter, the College, at its discretion, may invite the employee and his/her

representative to meet to discuss the results of the investigation and the reason for the disciplinary action. The personnel office shall receive copies of the written notice of suspension and/or discharge.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the College and shall be subject to the grievance and arbitration procedure.

Section 2. A grievance shall be instituted under the provisions hereof within five (5) working days of the occurrence complained of. Failure to act within the aforementioned five (5) day period shall be deemed to constitute an abandonment of the grievance.

Section 3. The following procedure is mutually agreed upon for the settlement of grievances:

a. If the grievance cannot be satisfactorily adjusted within three (3) working days between an employee, the Association Officer at the option and request of the employee, and the Supervisor of the Department concerned, it shall be reduced to writing on a standard form, signed by the employee involved, and taken up by the Association Officer and the Director of Physical Plant and Personnel Officer or his/her designee.

b. If the grievance cannot be satisfactorily adjusted within five (5) working days from the above Step between the Association Officer and the Director of Physical Plant, the matter will be taken up by the designated Association Officer and the

Contract Administrator of the College or its attorney.

c. If the grievance cannot be satisfactorily adjusted within five (5) working days of the above step, the matter may be referred for a final decision and determination to an impartial arbitrator.

d. Within ten (10) days of the decision in the above step, either party may refer the question to the Public Employment Relations Commission, under whose rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the College and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his findings of facts and reasons for making the award as soon as possible, however, not later than thirty (30) days after the conclusion of the arbitration hearing.

f. Warning or disciplinary letters in an employee's personnel file shall be inadmissible in any arbitration proceeding unless the warning or discipline occurred within 18 months of the offense. This warning shall be expunged from the file.

g. The failure of the Association or the College to pursue or respond to a grievance will be deemed a waiver of the claim or the defense of the grievance. If the Association or the College are unable to respond within the time limit, there will be an extension granted upon request.

ARTICLE XIII

HOLIDAYS

Section 1. Each employee covered by this Agreement in the employ of the College during the week of each recognized holiday and who has been in the employ of the College for a period of thirty (30) days or more shall receive eight (8) hours of pay at his straight-time hourly rate for each such holiday.

Section 2a. The following holidays shall be granted by the College for all employees:

New Year's Day
Martin Luther King Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

Section 2b. In addition employees shall receive three (3) floating holidays to be designated by the College. Where possible, the College will notify the employee at least thirty (30) days in advance.

Section 2c. In addition to the holidays set forth above, employees may be granted days off with pay when the school is closed down, no students are attending classes, and no faculty or administrative staff are working.

Section 3. In order to be eligible for holiday pay noted above, an employee must work his regularly scheduled work day prior and his regularly scheduled work day subsequent to the holiday.

Section 4. Employees required to work on a holiday shall receive compensation at the rate of time and one-half (1-1/2) the employee's straight time hourly rate for the time worked and in addition shall receive eight (8) hours of pay at the employee's straight time hourly rate for the holiday as such.

Section 5. In the event the College agrees to implement a College-wide holiday, the holiday shall apply to this Unit.

ARTICLE XIV

VACATIONS

Section 1. The College shall grant to each regular full-time employee vacation pay in accordance with the following provisions:

During the first fiscal year of employment	5/6 of a day per month of service
After one (1) full fiscal year but less than two (2) full fiscal years of service	10 days
After two (2) full fiscal years of employment	20 days
After five (5) full fiscal years of employment	24 days

Section 2. Part-time employees who work twenty (20) hours or more per week on a year-round basis will receive vacation time allowance on the same basis as full-time employees. However, the vacation pay will be prorated to the number of hours per week that they normally work.

Section 3. Wherever possible and practicable, vacations shall be granted at a time selected by the employee between June 1st and August 31st. Vacations shall be assigned by the College, and seniority shall prevail in the selection of vacation periods when possible and practicable. However, vacation schedules must be arranged so that the work of the College and of each Department can be carried on in an efficient manner.

Section 4. Vacation allowances are computed on a fiscal year basis from July 1st through June 30th. The allowance earned

in one (1) fiscal year and not used must be used in the following fiscal year.

Section 5. Vacation allowances are earned on the basis of five-sixths (5/6) of a day for each full calendar month of service after six (6) months of continuous employment. No vacation shall be taken until an employee has completed six (6) months of continuous service.

Section 6. If a College holiday occurs within an approved employee vacation period, an additional day of vacation will be granted except at the time of resignation or employment termination of the employee.

ARTICLE XV

NON-DISCRIMINATION

Section 1. The College and the Association agree not to discriminate against any individual with respect to hiring, compensation, terms of conditions of employment because of such individual's race, color, religion, sex, national origin, or age in violation of applicable law. Nor will they limit, segregate, or classify employees in any way to deprive any individual employees of employment opportunities because of race, color, religion, sex, national origin, or age in violation of applicable law.

Section 2. The College and the Association agree that there will be no discrimination by the College or the Association against any employee because of his or her membership in the Association or because of any employee's lawful activity and/or support of the Association or lack thereof.

Any grievance filed under this Article shall be immediately processed.

ARTICLE XVI

SICK LEAVE

Section 1. All employees covered by this Agreement shall accrue Sick Leave with full pay at the rate of one (1) day per month. Sick leave shall be accumulated from one (1) calendar year to another. There shall be unlimited accumulation of days.

Section 2. Absence due to illness and extent of illness must be reported to the employee's immediate supervisor giving as much notice as possible.

Section 3. Frequent absences may hinder the efficient operation of the College. Such absences will be reviewed periodically by the Administration and may result in disciplinary action including dismissal.

Section 4. An employee with two (2) years of seniority on July 1st, who is sick, injured, or disabled, shall be entitled to take his twelve (12) days of sick leave immediately.

Section 5. An employee who takes five (5) consecutive days or more shall provide a doctor's certificate when he returns to work.

Section 6. Employees out due to illness must call in their supervisor to report any absence where possible.

Section 7. Whenever an employee suffers an injury arising out of employment, the College shall pay the employee's full salary for the period between the date of the injury and the date that the employee's insurance payments begin. In the event of a non-

employment related injury, illness, or accident, the employee's accumulated sick days shall be applied during the period before temporary disability payments begin, during temporary disability, and the period following the expiration of temporary disability payments.

ARTICLE XVII

JURY DUTY

Section 1a. The College will pay any employee who is summoned for jury duty and reports for petit or grand jury service up to a maximum of three (3) weeks (other than while on vacation, leave of absence, or while not working).

Section 1b. The employee shall be paid the difference between the employee's straight-time hourly rate for the employee's regularly scheduled hours of work and the jury duty pay.

Section 2a. Employees, other than those working on second or third shift, who are dismissed early by the Court must return to work to complete their shift provided at least one-half (1/2) of shift remains.

Section 2b. Employees may be required to present proof of service and payment.

Section 2c. Any second or third shift employee who is summoned to jury duty shall be paid the difference between his pay and the jury duty pay.

ARTICLE XVIII

BEREAVEMENT LEAVE

Section 1. In the event of the death of a full-time employee's legal spouse, mother, father, or child, the employee shall receive pay for the five (5) consecutive work days following the date of death.

Section 2. In the event of the death of a full-time employee's grandchild, brother, sister, mother-in-law, father-in-law, or grandparent, the employee shall receive pay for up to three (3) consecutive days following the date of death.

Section 3. In the event of the death of a full-time employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, the employee shall be entitled to receive pay for up to one (1) day following the death.

Section 4. Bereavement pay shall be paid at the employee's regular straight time hourly rate of pay for a period not to exceed eight (8) hours per day. Bereavement leave shall not be paid for any period of time during which the employee would not have been scheduled to work, including holidays, sick days, or other paid leaves. An employee who is on vacation and who suffers the loss of a family member, as set forth in Sections 1, 2, or 3 above may have his vacation extended for an equivalent number of days.

Section 5. The College reserves its right to require the employee to present proof evidencing death and relationship. Failure of the employee to provide such evidence, upon request,

shall result in the employee losing pay for the bereavement time.

Section 6. Part-time employees working twenty (20) hours or more shall receive bereavement pay on a prorated basis.

ARTICLE XIX

INSURANCE COVERAGE

A. Insurance Coverage

All full-time employees and those employees who regularly work twenty (20) hours per week or more shall be provided with coverage under the State Health Benefits Program. New employees shall be eligible for such plan coverage on the first (1st) day following two (2) months of employment and the College will pay for the full cost of participation of the employee and the employee's dependents.

B. Dental Insurance

The College will provide dental insurance coverage for all full-time unit employees and their eligible dependents at College expense. Benefits and all other terms of coverage are provided in accordance with the policy of insurance.

C. Completion of Forms

Newly-hired employees must contact the Personnel Office on the first day of employment to complete the necessary application forms. Failure to do so may result in the employee's coverage being delayed or denied.

D. Pension Program

Upon commencement of employment, all employees will become participants in the Public Employees Retirement System (PERS). The PERS program provides for life insurance coverage. Rights, benefits qualifications, restrictions and/or conditions are

be in accordance with applicable law. Upon commencement of employment, it is the obligation of the employee to contact the Personnel Office to complete the necessary application forms prior to employee eligibility date.

E. Temporary Disability Benefits

All employees are covered under a Temporary Disability Benefit Program. Coverage is effective upon commencement of employment and shall be in accordance with the applicable contract of insurance.

F. The College reserves the right to change any insurance carrier or carriers and/or consolidate any of its insurance plans provided that the insurance coverage set forth above remains substantially unchanged.

G. The sole liability of the College is to remit payment to the insurance carrier set forth. Claims for benefits, eligibility questions, and other conditions shall be as set forth in the policy of the insurance, and the terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

H. An employee on layoff status shall not be entitled to coverage under this Article except as provided by law or provisions contained in the Plan.

I. In the event the College agrees to implement an improvement in the general medical coverage, the improvement shall apply to this Unit.

ARTICLE XX

MISCELLANEOUS PROVISIONS

Section 1 -- Protective Gear and Work Clothing

a. Employees shall be furnished with the same gear as provided under the expired contract plus a rain parka on or before August 1st of each year.

b. The College shall furnish appropriate work clothing to all full-time employees covered by this Agreement.

Section 2 -- Bulletin Board

The College will provide reasonable bulletin board space for the posting of official Association notices and other information of a non-controversial nature. Every notice so posted shall bear the name of the official Association representative responsible for it and a removal date. The College retains the right to remove derogatory materials.

Section 3 -- Black Seal License

All employees shall be required to obtain a Black Seal License. Newly-hired employees shall obtain a Black Seal License within two (2) years of their date of hire. Any employee who does not comply with the above shall be subject to disciplinary action, including discharge, which may be subject to the grievance and arbitration provisions of this Contract. An employee with two (2) or more years of service who does not hold a Black Seal License or does not attend classes and take the exam shall be penalized by the loss of one-half (1/2) of the employee's earned or about to be

earned sick days.

Effective retroactive to July 1, 1990, the College will increase the black seal premium by an additional (0.10) per hour for a total of One Dollar and Five Cents (\$1.05) per hour.

Section 4 -- Fringe Benefits for Part-Time Employment

In accordance with present practices, part-time employees will continue to receive the following prorated fringe benefits:

- a. Vacations
- b. Holidays
- c. Jury Duty
- d. Statutory Fringes consisting of Social Security, Unemployment Compensation, and Temporary Disability.

Section 5 -- Student Help

a. The purpose of hiring student workers is to temporarily supplement the existing work force, primarily in grounds maintenance, during the period of approximately May 15th to on or about September 1st of each year.

b. There is no intent to displace any member of the bargaining unit by the hiring of said student workers.

c. The Association shall be notified prior to implementation of Section 5a. above.

Section 6 -- Tuition Remission

a. The College agrees to accord to full-time members of the unit and their dependents free tuition in any course of study at the College, provided space is available, and they meet

the normal College requirements for admission to credit courses. This benefit covers tuition cost, laboratory fees, and general fees only. Any additional charges, such as fees for books, etc., shall be paid by the student.

b. No member of the unit may enroll in or take courses during the work day which includes the time period designated as the lunch break.

c. Employees and/or dependents must obtain a "Certification of Employment" from the Payroll Department. Proof of dependency status is required. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules, and regulations.

ARTICLE XXI

WAGES

Section 1. Effective retroactive to July 1, 1990, each unit member shall receive an increase of seven and one-half percent (7.5%) to be applied to the employee's base rate of pay on June 30, 1990. Then effective July 1, 1991, each unit member shall receive an increase of five percent (5%) to be applied to the employee's base rate of pay as of June 30, 1991.

Section 2. Effective January 1, 1992, each unit member shall receive an increase of two percent (2%) to be applied to the employee's base rate of pay on December 31, 1991. Effective July 1, 1992, each bargaining unit member shall receive an increase of five percent (5%) to be applied to the employee's base rate of pay as of June 30, 1992.

Section 3. Effective January 1, 1993, each unit member shall receive an increase of three percent (3%) to be applied to the employee's base rate of pay as of December 31, 1992.

Section 4. For the purpose of computing the contractual increase for 1990-91, 1991-92, and 1992-93, the Black Seal License premium and shift differential shall not be included in the base.

Section 5 -- Wage Classification Schedule

a. The wage classification effective for full-time employees covered by this Agreement shall be as follows:

	<u>7/1/90</u>	<u>7/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>
Day Custodian	9.60	10.08	10.28	10.79	11.11
Evening Custodian	9.79	10.28	10.49	11.01	11.34
Night Custodian	9.92	10.42	10.63	11.16	11.49
Senior Maintenance Mechanic	13.33	14.00	14.28	14.99	15.44
Maintenance Mechanic	12.15	12.76	13.02	13.67	14.08
Maintenance Helper	10.24	10.75	10.97	11.52	11.87
Custodial Leader	12.00	12.60	12.85	13.49	13.89
Maintenance Leader	15.56	16.23	16.51	17.22	17.67

b. The wage classification for part-time employees covered by this Agreement shall be as follows:

	<u>7/1/90</u>	<u>7/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>	<u>1/1/93</u>
Day Custodian	9.15	9.60	9.80	10.29	10.60
Evening Custodian	9.35	9.82	10.02	10.52	10.83

c. Employees whose rates exceed those set forth above shall be entitled to receive hourly increases as set forth in Sections 1, 2, and 3 of this Article.

Section 7 -- Temporary Transfer Procedure

Any employee who is temporarily assigned to a job having a higher rate than his/her own shall be paid at the higher rate for all time spent while working on the job.

Section 8 -- Pay Practices

If an employee is temporary assigned for the College's convenience to work on a lower rated job than his regular rate, the

employee shall receive the rate of pay of his permanent assignment. If, however, an employee requests a transfer to a lower rated classification for his/her own convenience, the employee shall be paid at the rate of the lower rated classification.

ARTICLE XXII

MAINTENANCE OF OPERATIONS

Section 1. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

Section 2. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action, or the invocation of sanctions against the College. The Association agrees that such action would constitute a material breach of this Agreement.

Section 3. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the College, and that the Association will publicly disavow such action in the local newspapers and on local radio and order all such members who participate in such activities to cease and desist from same immediately and to return to work and

take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order.

Section 4. The Association further agrees that it will not cause, engage in, sanction, encourage, or assist in any strike or similar action or conduct on the part of the students of the College.

Section 5. In the event of a strike, slowdown, walkout, job action, or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the College to deem such activity as grounds for termination of employment of such employee or employees.

Section 6. Nothing contained in this Agreement shall be construed to limit or restrict the College in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by the operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

SAFETY AND HEALTH

Section 1. The College agrees to comply with all State and Federal Laws regarding the safety and health of its employees. When the College furnishes any safety devices, tools, equipment, the same must be used by the employees. The employees are responsible for any devices, tools, or equipment furnished to them and must not remove any of the aforementioned safety devices equipment from the premises. In the event of a violation of this provision, employees may be subject to disciplinary action.

Section 2. The College will make every effort to provide the services of a registered nurse and a qualified first aider.

Section 3. Any employee who has been absent due to a job-related accident may be required to undergo a medical examination by the College physician upon returning to work. The College will pay for the examination.

Section 4. An employee who is injured during a job-related accident will be paid for the balance of his shift subject to approval of his supervisor, which approval shall not be unreasonably withheld.

ARTICLE XXVI

MEAL REIMBURSEMENT, SHOE, AND CLOTHING ALLOWANCE

Section 1. The College will provide a meal or reimbursement at College discretion. The College will pay in accordance with its prevailing College policy for the term of this contract. However, upon the expiration of this Agreement, the meal reimbursement shall be whatever the prevailing College rate is at that time. In order to qualify for this benefit, an employee must work three (3) hours before or after the end of the member's normal work day, and this provision shall not apply to an employee who is permitted to leave the campus at the end of his/her work day and return to complete his/her assigned work.

Section 2. The College shall pay each full-time bargaining unit member the following stipend to be applied by the member toward the purchase of safety shoes:

Effective 1990-91 -- Fifty (\$50) Dollars total for year

Effective 1991-92 -- Fifty (\$50) Dollars total for year

Effective 1992-93 -- Fifty (\$50) Dollars total for year

All employees are expected to wear safety shoes, and failure to do so may result in disciplinary action.

Section 3. The College shall pay each full-time unit member the following stipend to be applied by the member toward the maintenance of work uniforms:

Effective 1990-91 -- Three Hundred Dollars (\$300) Total for year

Effective 1991-92 -- Three Hundred Dollars (\$300) Total for year

Effective 1992-93 -- Three Hundred Dollars (\$300) Total for year

The College shall provide each full-time unit member with four (4) work uniforms per year and replacement clothing. Employees are to maintain work uniforms in accordance with College standards. Uniforms shall be delivered on or before August 1st of the contract year except the first year of the contract to be delivered as soon as possible.

MEMORANDUM OF AGREEMENT

It is hereby agreed by and between the Union County College Physical Plant Association, hereinafter called the "Association," and Union County College, hereinafter called the "College," as follows:

(1) Effective retroactive to July 1, 1990 each unit member on payroll July 1, 1990 who continues on payroll to date of agreement shall receive an increase of seven and one-half percent (7.5%) to be applied to the base rate of pay on July 1, 1990.

(2) Effective July 1, 1991 each unit member shall receive an increase of five percent (5%) to be applied to the base rate of pay on July 1, 1991. Effective January 1, 1992 each unit member shall receive an increase of two percent (2%).

(3) Effective July 1, 1992 each unit member shall receive an increase of five percent (5%). Effective July 1, 1993 each unit member shall receive an increase of three percent (3%).

(4) (a) Effective first year equity stipend to be two hundred dollars (\$200), no base, same as in past contract, total \$200.

(b) Effective second year equity stipend to be four hundred dollars (\$400), no base, total equity will be \$400 for second year.

(c) Effective third year equity stipend to be four hundred dollars (\$400), no base, total equity will be \$400 for third year.

(5) Effective retroactive to July 1, 1990 Black Seal shall be increased by \$.10 for total of \$1.05/hour applied same as expired CBA.

Effective retroactive to January 1, 1991 Black Seal shall be increased by \$.05 for a total of \$1.10/hour.

Effective July 1, 1991 Black Seal shall be increased by \$.10 for a total of \$1.20/hour.

Effective January 1, 1992 Black Seal shall be increased by \$.05 for a total of \$1.25/hour.

Effective July 1, 1992 Black Seal shall be increased by \$.10 for a total of \$1.35/hour.

Effective January 1, 1993 Black Seal shall be increased by \$.05 for a total of \$1.40/hour.

(6) Allowance for shoes \$50.00; clothing \$300; to be paid on or before August 1 of the calendar year except the first year payment to be paid on or before February 6th, 1991.

(7) Equity stipend plus contractual salary increases are to be payable on or before February 28, 1991; normal payment date will be August 1 of the calendar year.

(8) All other language of the CBA which expired June 30, 1990 continues in force and effect unless modified herein. Reference is made to the attached CBA with typed revisions plus handwritten revisions per agreement 1/28/91 during final negotiations session.

(9) The terms of this memorandum are subject to ratification by the Association membership and the College Board of Trustees Association Committee and College Committee will recommend the terms of the Agreement.


(10) Association and College agree to withdraw any UFLP and/or other active pending or about to be filed charges. Association will cancel demonstration scheduled for Tuesday, January 29, 1991 at noon. Association to withdraw impasse notice filed before final meeting.

dated: 1/28/91
FOR THE ASSOCIATION:

FOR THE COLLEGE:



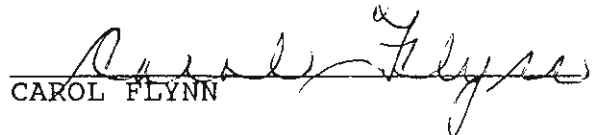
JOHN TERRANOVA



CHARLES BUDA



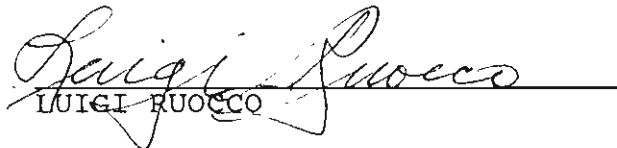
JOHN INSABELLA



CAROL FLYNN



GEORGE FLORA



LUIGI RUOCCO

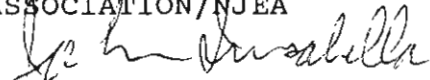
ARTICLE XXVII

TERM AND RENEWAL

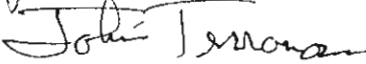
This Agreement shall be in full force and effect as of July 1, 1990, and shall remain in full force and effect to and including June 30, 1993. This Agreement shall continue in full force and effect from year to year, thereafter, unless one party or the other gives notice, in writing, prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey, on the _____ day of _____, 1991.

UNION COUNTY COLLEGE PHYSICAL PLANT
ASSOCIATION/NJEA



JOHN INSABELLA



JOHN TERRANOVA



GEORGE FLORA



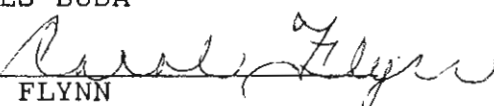
LUIGI RUOCCO

DON NIGRO

UNION COUNTY COLLEGE



CHARLES BUDA



CAROL FLYNN



UNION COUNTY COLLEGE

EMPLOYEE PERFORMANCE APPRAISAL

CLASSIFIED PERSONNEL

NAME _____ DEPARTMENT _____

PROBATIONARY _____ ANNUAL _____

POSITION _____ REVIEW _____ REVIEW _____

DATE _____ OTHER _____

The following appraisal code should be used in rating each element of performance:

- 2. Performance which consistently meets the requirements of the position.
- 1. Requires improvement - somewhat below what is typical.
- 0. Inadequate - evidence of unsatisfactory performance.
- NA Not applicable to this position.

PLEASE FILL IN COMMENTS UNDER EACH SECTION TO CLARIFY RATINGS.

ELEMENTS OF PERFORMANCE

1. ATTITUDE

- a. Toward other staff members _____
- b. Enthusiasm for job _____
- c. Willingness to comply with rules and regulations of College _____
- d. Ability to accept criticism _____
- e. Stability of temperament _____
- f. Is available when needed _____

Comments _____

2. QUALITY OF WORK

- a. Ability to work with minimum of supervision _____
- b. Ability to plan work and organize _____
- c. Ability to cooperate in getting job done _____
- d. Ability to communicate _____
- e. Thoroughness, accuracy, precision _____
- f. Works in systematic, orderly manner _____

Comments _____

3. QUANTITY OF WORK

- a. Volume of work _____
- b. Rate of accomplishment _____
- c. Initiative _____

Comments _____

