

AGREEMENT BETWEEN
BOARD OF TRUSTEES OF MIDDLESEX COUNTY COLLEGE
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION LOCAL 2269
JULY 1, 2004 - JUNE 30, 2007

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ARTICLE 1 - RECOGNITION

The Middlesex County College Board of Trustees recognizes the American Federation of State, County and Municipal Employees Union, Local 2269, for the duration of this Agreement as the sole and exclusive bargaining agent for all full-time (permanent) and part-time (permanent) nonacademic clericals, secretaries, technicians, machine operators, childcare assistants, childcare cooks 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 Affairs, clerical staff of the Executive Director, Human Resources and Labor Relations, secretary to the Vice President for Finance and Administration, Bookstore and Cafeteria personnel, students, academic faculty, counselors, librarians, Department Chairpersons, Deans, Assistants to the President, Controller, Assistant Controller, Directors, Coordinators, College Engineer, Office Supervisors, 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 2269 may include additional classifications and job titles upon mutual agreement and they will be made part of this Agreement.

ARTICLE 2 - DEFINITIONS

A. FULL-TIME EMPLOYEES (PERMANENT)

A full-time employee is employed by the College on a normal schedule of thirty-five (35) hours per week or forty (40) hours per week. They are employed for ten (10) or twelve (12) months per year. Full-time employees (permanent) are eligible for all benefits described in this Agreement.

B. PART-TIME EMPLOYEES (PERMANENT)

For the purpose of this Agreement, 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 is a part-time employee (permanent). Part-time employees (permanent) are eligible for the Retirement and Group Life Insurance Plan pursuant to the provisions of Section 5, Chapter 242, Public Laws of 1969. Part-time employees (permanent) are eligible for the Health Insurance Plan only when they are employed for thirty (30) hours per week or more. Part-time employees (permanent) 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 2 - DEFINITIONS

C. ACTIVE PAYROLL

An employee is on the active payroll if he/she is working all scheduled hours for which he/she is appointed, or is on an approved paid leave status such as vacation, sick, holiday, or personal leave.

D. SEPARATION

A separation occurs whenever an employee resigns, is terminated, retires or is laid off.

E. For the purpose of this Agreement, any reference to an “employee”, “member” or “unit member” shall be the same as a reference to a “Bargaining Unit Member.”

ARTICLE 3 - AGREEMENT CLAUSE

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

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, therefore, 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 4 - UNION RIGHTS

A. LEAVE FOR UNION ACTIVITY

1. The Board agrees to provide leaves of absence with pay to permit Union delegates to attend conventions, conferences, educational courses or meetings of special importance, provided that the total amount of release time with pay, between July 1, 2004 and June 30, 2007 shall not exceed seven (7) days per year, not to exceed one (1) Bargaining Unit member per department, nor two (2) Unit members per event. In addition, the union President will be permitted leave for Union activity with pay, not to exceed five (5) days per Agreement year for the same reasons specified above; any unused days are permitted to be carried forward to the next year of the Agreement.

ARTICLE 4 - UNION RIGHTS

A. LEAVE FOR UNION ACTIVITY (cont.)

2. Released time must be authorized by the Executive Director, Labor Relations and Human Resources and the immediate supervisor two (2) weeks prior to the event. Names and times of persons attending Union conventions, conferences, educational courses or meetings of special importance shall be certified in writing to the Executive Director, Labor Relations and Human Resources and the Supervisor by the President of the Union.
3. Released time shall not be unreasonably withheld. Leave not utilized during the life of this Agreement shall not be accumulated.

B. UNION REPRESENTATIVES

1. Authorized representatives of the A.F.S.C.M.E., who are not employees of the College, may be admitted to the premises of the College.

At the time they enter the College premises, the representative(s) shall make his/her presence and destination known to the office of the Executive Director, Labor Relations and Human Resources if such visit is during working hours. Campus visitation by Union representatives shall not interfere with normal college operations.

2. Duly authorized representatives of the Union employed by the College and certified by the President of the Union in writing to the Executive Director, Labor Relations and Human Resources 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 Executive Director, Labor Relations and Human Resources. Such Agreement shall not be unreasonably withheld.

C. UNION USE OF COLLEGE EQUIPMENT

The College agrees to allow the Union to use College office equipment for legitimate Union business, provided all materials and supplies used in the operation of such equipment are supplied by the Union and the use of the equipment does not interfere with normal College operations.

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 Executive Director, Labor Relations and Human Resources.

E. UNION PURCHASE OF COLLEGE EQUIPMENT

Within the term of this Agreement, the Union, upon request by the Union President shall be notified by the College of office equipment, which is about to be replaced, and the name(s) of

ARTICLE 4 - UNION RIGHTS

E. UNION PURCHASE OF COLLEGE EQUIPMENT (cont.)

the companies purchasing the used office equipment. The Union is then free to negotiate with the companies for the purchase of the used 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, however, is 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

1. Posting 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 posting shall be furnished to the Union President prior to posting.
2. Postings of vacancies and new positions shall contain position title, department, principal responsibilities, salary, Bargaining Unit and position grade level. If more than one position with the same position title, department, shift, and hours between the period 8 a.m. - 5 p.m. becomes available at the same time, the College will indicate on the posting the number of positions available.

In the event that a position has work hours other than 9 a.m. – 5 p.m., 8:30 a.m. – 4:30 p.m., or 8 a.m. – 4 p.m., work hours will be included on the posting. If a position is located outside of the main campus, the posting will include the position location. If a position is for other than a Monday through Friday schedule, the workdays will be included on the posting.

3. Members of the Bargaining Unit who are applicants for openings shall be notified by the Human Resources Department of the disposition of their application within a reasonable amount of time after a final selection is made to fill a position.
4. The competitive standard set forth by the College shall be equitably applied to all individuals. The College, however, shall grant an interview to all qualified members who apply for a posted position.

ARTICLE 4 - UNION RIGHTS

H. POSTING OF JOB VACANCIES (cont.)

5. If two or more equally qualified employees apply for the position, Unit seniority shall be the determining factor.
6. An employee who is hired into any position or who successfully bids into any position covered under the Bargaining Agreement and who has successfully completed the ninety (90) day probationary period, may not transfer or bid for a position in the same job title for a full calendar year from the date of hire or successful bid. The application of this provision may be subject to review by the Executive Director, Labor Relations and Human Resources.
7. A Bargaining Unit member who is hired for a position of one year or less will not have bumping rights when the position ends.

I. DUES DEDUCTION

1. The College agrees to honor each properly completed and signed A.F.S.C.M.E. Local 2269 dues deduction authorization form in accordance with the New Jersey Public Employee's Dues Deduction Law, N.J.S.A. 52:14-15.9e. Deductions will be made from an individual's gross pay twice a month.
2. 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 A.F.C.M.E. Local 2269 for unpaid dues.
3. 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 Executive Director, Labor Relations and Human Resources of any change in the amount of dues or assessment to be deducted thirty (30) days prior to the intended effective date of such change.
4. All dues collected by payroll deduction in the preceding month will be transmitted by College check together with an itemized statement to AFSCME Council 73, whose address is on file with the Payroll Department of the College by the tenth (10th) day following each pay period.
5. 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 reliance upon dues deduction authorization forms submitted.

ARTICLE 4 - UNION RIGHTS

J. REPRESENTATION FEE

1. The Board agrees that the Union may collect a representation fee in lieu of dues from non-union members in the Bargaining Unit and the Board will implement payroll deductions as provided in the relevant New Jersey Statute.
2. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board of Trustees in conformance with this provision.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

A. PAID HOLIDAYS

1. The following days only shall be recognized as paid holidays for Bargaining Unit members:

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day

One (1) designated day to be set for fiscal years 2004-05, 2005-06, and 2006-07 according to the academic calendar.

Two (2) floating holidays to be mutually agreed upon by the individual and the immediate supervisor each year of the Agreement. Non-designated floating holidays will be prorated during the first year of employment as follows:

<u>Hire Date</u>	<u>Floating Holiday</u>
July 1 – October 31	2 days
November 1 – February 29	1 day
March 1 – June 30	0 days

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

A. PAID HOLIDAYS (cont.)

- 2. For the purpose of this Agreement, an above designated holiday which falls on a Sunday shall be observed on the following Monday, or if it falls on a Saturday, it shall be observed on the preceding Friday.

If a holiday or designated holiday, for an employee who works a non-consecutive five (5) day week, falls on the employee's normal day off, then he/she shall be given the next scheduled work day off.

- 3. 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 earning for the number of hours they normally would have worked if the day was not a holiday.
- 4. Bargaining Unit members shall be paid double-time for all hours worked on a holiday. The College shall make an earnest attempt to notify the Bargaining Unit member that the person may be requested to work on any of the above holidays.
- 5. 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 regular scheduled workday immediately following the holiday, unless the absence is authorized by the Executive Director, Labor Relations and Human Resources and/or the immediate supervisor.

B. VACATION

- 1. Following three months of continuous full-time employment, employees shall be credited with accrued vacation leave.

During the first month of employment, employees shall earn vacation on the following basis:

<u>Hire Date</u>	<u>Vacation Earned</u>
1st - 7 th of the month	1 day
8th - 21 st of the month	1/2 day
22nd - 31 st of the month	0 days

Vacation shall accumulate thereafter at the rate of one (1) day per full month worked.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

B. VACATION (cont.)

2. After the completion of three (3) years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1 1/2) days per full month worked.
3. After the completion of five (5) years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.
4. Vacation leaves shall be taken after notification and approval by the immediate supervisor. Supervisors shall, in the spring, develop a vacation schedule for the months of June, July, and August, with consideration given to Unit Seniority and needs of the department. Authorization for vacation leave shall not be unreasonably withheld or denied. However, operational needs of the College must be taken into consideration in the approval process.

Should an employee decide to request vacation other than the established vacation schedule, the employee shall provide the supervisor with at least ten (10) working days advance notice and the supervisor shall respond within five (5) working days.

5. Vacation leaves must be approved by the Bargaining Unit member's immediate supervisor. However, approval may be limited by the supervisor, based on the operational needs of the department and impacting work schedules. Reasonable effort shall be made to equitably distribute vacation throughout the department, subject to the need of the College and the department as determined solely by the supervisor.
6. Vacation allowance may accumulate to a maximum of thirty-five (35) days as of October 31st, each year. In the event that more than thirty-five (35) days have accumulated as of October 31st, the employee will not retain more than the maximum of 35 days allowed.
7. If an employee becomes seriously ill during five (5) or more of his/her vacation days, within any single vacation period, the employee may request that portion of the vacation during which he/she was seriously ill be converted from vacation time to sick leave, provided that the employee received hospital care or care that has traditionally been provided in a hospital, but which is now being performed at an HMO facility, or an emergency medical center during the vacation period. Eligibility for such conversion is dependent upon the following:
 - a. The employee has the necessary sick leave days to change;
 - b. Proof of hospital, HMO facility, or an emergency medical care center has been verified. Such proof must be on the facilities printed letterhead with address, phone number, diagnosis, and course of treatment clearly defined.
 - c. There has not been past abuse of sick leave time.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

B. VACATION (cont.)

- d. The College **must** be notified during the 5-day period when the employee becomes seriously ill, except in an emergency beyond the control of the employee.
- e. A completed extended absence form must be submitted with the request.
8. Permanent members of the Bargaining Unit or the Bargaining Unit member's estate shall be entitled to be paid for accumulated vacation upon death or retirement.
9. Vacation days shall be taken in either whole day or one-half day segments. Employees who have vacation balances including one-quarter or three-quarter day segments must use the quarter day segments by December 31st of each year.
10. Vacation days do not accrue during periods of unpaid leaves of absence or disability.
11. When an employee changes status from full-time to part-time or part-time to full-time, the employee shall be credited with the amount of vacation he/she earned as of that date. Therefore, all vacation accumulated under his/her previous status will be converted to correspond to the equivalent hourly amount of vacation in his/her new employment status, rounded to the nearest one-half day.
12. After the completion of five (5) years of continuous full-time employment, employees will be permitted to sell back, up to five (5) vacation days. The employee must have accrued a minimum of thirty (30) vacation days as of June 30th, to be eligible for this benefit. Payment will be made at the employee's usual rate of pay on June 30th and checks will be issued on July 15th, provided the appropriate paperwork is received by the Payroll Department in a timely manner.

C. HEALTH BENEFIT PLANS

1. The College shall provide health benefit plans, including major medical coverage. The Health Benefit Plans shall be provided at no cost to the employee and his/her dependents. To be eligible for medical coverage an employee must work thirty (30) hours or more per week. Coverage shall commence on the first day of the month following three months of continuous service.

Employees may select a health plan to include a hospitalization and major medical plan. The traditional major medical portion of the plan shall provide the following:

- a. A maximum annual deductible of two hundred fifty (\$250) dollars, for single coverage;
- b. A maximum annual deductible of three hundred fifty (\$350) dollars for family, parent/child or husband/wife coverage;

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

C. HEALTH BENEFIT PLANS (cont.)

- c. A lifetime maximum coverage limit of two (2) million dollars of covered expenses per covered individual.
 - d. A maximum annual out of pocket expense of five-hundred (\$500.00) dollars per covered individual, for covered major medical expenses.
 - e. Prescriptions shall be paid at the rate of 90% of cost for generic medication and 100% of cost for any bulk prescription medication ordered from the designated mail-order carrier.
2. Bargaining Unit members and their dependents shall be covered by a dental plan at sixty-five percent (65%) usual and customary rates for Out-of-Network and 70%/80% for In Network preventive basic and restorative dental work, up to a maximum of two thousand two hundred fifty (\$2,250) dollars per person, per year, effective 1/1/03. If enrolled in the "Total Care Dental Plan" the coverage is 100% usual and customary procedures.

Effective January 1, 1997, an additional optional preferred provider dental plan, was made available to all eligible AFSCME members.

If an employee selects single coverage in this plan, there will be no charge to him/her. If the employee chooses any level of coverage, other than single, the employee will be required to pay a monthly fee of \$28.56. All deductions will be made from the employee's paycheck. In the event that an employee is in an unpaid status, they will be required to pay for the coverage or coverage will cease. If enrolled in this dental plan, employees are required to utilize the services of designated dentists and/or locations.

3. The Board reserves the right to change health insurance carriers as long as the overall level of coverage is at a similar level overall to that currently enjoyed by the Bargaining Unit members.
4. **Employees hired into the bargaining unit after April 20, 2005 will not be eligible to participate in the traditional medical plan.**
5. A bargaining unit member may opt not to avail himself/herself of any or all of the above medical and/or dental coverages provided proof of other coverage is submitted to the College at the time coverage is waived. He/she shall be compensated by the College on a quarterly basis at a rate based on 45 percent of the coverage deposit payment for individual coverage.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

C. HEALTH BENEFITS PLAN (cont.)

Any unit member who declines coverage shall be ineligible for re-enrollment for a period of one (1) year. Re-enrollment will be limited to the next October open enrollment period.

This benefit is not available to a Bargaining Unit member whose spouse is also employed by Middlesex County College and eligible for health benefit coverage through the College.

D. ANNUAL PHYSICAL EXAM

Members of the Bargaining Unit shall be entitled to a physical examination by the physician of his/her choice during the three (3) year period of the current Agreement. Upon presentation of the bill from a licensed physician, licensed optometrist, or a licensed audiologist, the College shall reimburse the Bargaining Unit member a sum not to exceed Four Hundred Ninety-Five dollars (\$495) for the above period, provided that the following conditions are met:

1. The medical receipt indicates that a physical exam was performed.
2. The medical receipt must be submitted to the major medical carrier for payment, Upon denial, the bill and the denial should be submitted to the Executive Director, Labor Relations and Human Resources with a completed purchase requisition form. Under no circumstances will payment be made by both the major medical carrier and the College. If an employee receives payment from both sources, he/she will be required to return the monies paid by the College.
3. The employee may choose to apply the Four Hundred Ninty-Five dollars (\$495) reimbursement in whole or in part, to the purchase of eyeglasses, contact lenses and /or hearing aids. In addition, the repair and adjustment of these items will also be included.
4. Bargaining Unit members hired in the second year of the Agreement will be limited to a prorated maximum payment of Three Hundred Thirty dollars (\$330).
5. Bargaining Unit members hired in the third year of the Agreement will be limited to a prorated maximum payment of One Hundred Sixty-Five dollars (\$165).

Employees will be reimbursed the difference between actual costs and covered costs. Thus, employees must first submit claims to their primary insurance carrier before submitting the claims, along with the primary insurance carrier's written response, to the College.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

E. TRAVEL

When travel is required as part of an employee's job responsibilities and prior authorization by the immediate supervisor is obtained, and a College vehicle is unavailable, an employee using his/her personal vehicle for authorized travel shall be reimbursed at the current IRS rate.

F. RETIREMENT

The College agrees to provide retirement benefits in accordance with the appropriate New Jersey Statutes and other negotiated retirement benefits in this Agreement.

1. When a member of the Bargaining Unit who has been employed at Middlesex County College for at least twenty (20) years, and who has attained the age of at least sixty-five (65) years, retires, the College shall provide supplemental health coverage for the employee and his/her spouse. The Union and the College agree that the retiree may choose the least costly plan from either AARP, Plan I, or Blue Cross/Blue Shield of New Jersey, Plan I. Alternatively, retirees may elect AARP Plan J, at their own expense for any and all costs beyond the least costly Plan I option.
2. One hundred percent (100%) of the premium costs for employees who elect supplemental coverage, will be paid by the College but only to the level of the least costly Plan I from AARP or Blue Cross/Blue Shield of New Jersey.
3. A Bargaining Unit member, who at the time of retirement is at least fifty-five (55) years of age and has attained at least ten (10) years of service to the College, shall receive payment for thirty percent (30%) of unused sick leave at the time of retirement. Such payment will be made at the employee's base pay as of the date of retirement to a maximum of Six Thousand (\$6,000.00) during each year of this Agreement. No payment will be made for unused sick leave at the time of separation, for any reason other than retirement.
4. Bargaining Unit members shall give thirty (30) days notice in the event of retirement, exclusive of vacation utilization. Said notice shall be given to the immediate supervisor and hand delivered to the Human Resources Department.
- 5a. A Unit retiree who, at the time of retirement from Middlesex County College, is at least fifty-five (55) years of age, but not more than sixty-five (65) years of age, and has completed at least fifteen (15) years of service to the College, will be entitled to a full waiver of tuition. It is understood that the employee will be responsible for any additional course fees.
- 5b. The College reserves the right to limit tuition waiver enrollments of retirees in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting direct expenses for the course.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

G. EDUCATIONAL ASSISTANCE

1. Tuition Waiver at MCC

Effective July 1, 1995, all Bargaining Unit members and their dependents, including husband or wife, children or legally adopted children or other related members of the household, will be granted tuition-free entrance to any class on a credit or audit basis at the College for which:

- a. All admission requirements are met.
- b. The course(s) generate FTE support.
- c. In the event the course(s) do not generate FTE support, the College will waive tuition charges up to two hundred (\$200.00) per course. Any additional tuition charges for the course(s) must be borne by the Bargaining Unit member in accordance with the College's tuition payment policies and procedures.
 - (1) The College reserves the right to limit tuition waiver enrollments in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting direct expenses for the course.
 - (2) For the purposes of this Agreement "Direct Expenses" are defined as staff salaries directly associated with the course/camp/program.
 - (3) Course/camp/program materials are covered by materials fees and are not included in this computation.
 - (4) Bargaining Unit members however will be considered for enrollment in such courses as they register.
 - (5) If the waiver limit is enforced, the College will so advise the Union.
 - (6) The same rules stipulated in G-1, above, shall apply to non FTE generating courses.
- d. If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee, in cooperation with the Human Resources Department, the supervisor may reschedule the employee's work hours to allow participation during working hours.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

G. EDUCATIONAL ASSISTANCE (cont.)

2. Job Related Classes at MCC

If the employee and the employee's supervisor believe that a course is directly related to the job function of the employee, a "Fee Waiver" form will be completed and submitted to the Executive Director, Labor Relations and Human Resources, prior to enrollment in the course. If approved, the College will assume all lab fees and additional course fees only. Books will still be the responsibility of the employee. The approval to waive these fees will be neither grievable nor arbitrable. This benefit only applies to active employees and does not include their legal dependents who may be receiving tuition waiver privileges.

3. Credit-By-Exam

Employees covered by this Agreement are entitled to a credit-by-examination fee waiver not to exceed two-hundred (\$200) dollars per examination.

4. Certification/License

When an employee is required to maintain certification or a license in order to continue in the position the employee currently occupies, the fees which are mandated by the certifying or licensing body for continuation of the certification or license will be paid by the College to a maximum amount of (\$200) two hundred dollars per fiscal year.

5. Vocational/Technical

Members of the Bargaining Unit may take courses at an accredited vocational or technical school if the course is directly related to the employee's job duties. The College will reimburse the Bargaining Unit member a sum not to exceed two hundred (\$200) per fiscal year, provided:

- a. The course is not offered at Middlesex County College.
- b. Classes are not during working hours.
- c. The immediate supervisor and the Executive Director, Labor Relations and Human Resources agree that the course is job-related and are informed, prior to enrollment in the class.
- d. The employee must be employed during the entire time the class is taken.
- e. Upon successful completion of the course in a class that is pass/fail, or receipt of a "C" or better in a graded class, documentation must be submitted to the Executive Director, Labor Relations and Human Resources. At this time the allowable reimbursement for the cost of the course will be processed.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

G. EDUCATIONAL ASSISTANCE (cont.)

6. Four-Year College

ASCME employees will be granted tuition reimbursement at the Rutgers University undergraduate in-state rate toward attaining a four-year-degree, which is mutually beneficial to the employee and the College. This reimbursement will be for up to twelve (12) credits per calendar year and must be approved by the employee's supervisor and the appropriate Vice President, prior to enrolling in the course(s). Provided:

- a. The course is not offered at MCC or the college that the AFSCME employee is enrolled in is at the maximum allowable transferable credits from MCC.
- b. Classes are not during working hours.
- c. The employee must be employed during the time the class is in session.
- d. Upon successful completion of the course(s), or evaluation of a course(s), in a class that is pass/fail, or receipt of a "C" or better in a graded class, documentation must be submitted. At this time the allowable reimbursement for the cost of the course(s) will be processed.

H. PROTECTIVE CLOTHING

1. Bargaining Unit members who work in the Copying & Printing Center, or employees who hold the title of Lab Coordinator shall be supplied, by the College, protective lab coats, prescription/non-prescription protective eyewear when required, weather proof steel toe footwear, and/or foul weather clothing.
2. No Unit member shall be required to wear uniforms.

I. USE OF COLLEGE FACILITIES

All Bargaining Unit Members shall be entitled to use the Physical Education Center Facilities including, but not limited to, the swimming pool, Gym, Racquetball courts and Weight rooms at no cost, upon presentation of MCC ID.

ARTICLE 6 - PAID LEAVES OF ABSENCE

A. SICK LEAVE

1. Following three (3) 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 fiscal year.

ARTICLE 6 - PAID LEAVES OF ABSENCE

A. SICK LEAVE (cont.)

2. During the first month of employment, employees shall earn sick leave on the following basis:

<u>Hire Date</u>	<u>Sick Leave Earned</u>
1 st – 7 th Day of the Month	1 Day
8 th – 21 st Day of the Month	½ Day
22 nd – 31 st Day of the Month	0 Days

3. Part-time employees (permanent) who work twenty-five (25) hours per week or more shall be entitled to one (1) sick day leave for each month of service worked with a maximum of twelve (12) sick days per fiscal year. Payment for sick leave will be based on the number of hours the individual would have worked that day had the individual not been sick.
4. The College may require proof of illness of an employee on sick leave whenever such requirements appear reasonable. It is reasonable to require documentation whenever a pattern of absenteeism is established, or illness/injury requires an extended absence from work or an employee has utilized all of his/her accumulated sick days. When request for documentation for reasons other than those above are made, the supervisor must inform the employee of the reason for the request. The employee may request a review of the need to submit medical verification by the Executive Director, Labor Relations and Human Resources. When proof is required, the medical verification must be submitted on doctor's stationary, which includes the doctor's name address and telephone number, disability and dates of disability.

Whenever an absence, due to illness or injury, is more than six (6) workdays, an employee will be required to complete and submit an Extended Absence Form. The employee may obtain the form from the immediate supervisor or from the Human Resources Office.
5. If an employee is absent due to sickness and the employee's starting time is prior to the starting time of the supervisor's or the supervisor's designee, then the employee must contact the supervisor's designee or the department secretary with the earliest starting time to report the information.
6. Sick leave days not used during the year shall be accumulated from year to year.
7. Sick leave shall be used in either whole-day or half-day segments. Quarter-day segments may be used only with prior approval of the employee's supervisor.
8. Sick leave time does not accrue during any unpaid leaves of absence or periods of disability.

ARTICLE 6 - PAID LEAVES OF ABSENCE

A. SICK LEAVE (cont.)

9. When an employee changes status from full-time to part-time or part-time to full-time, the employee shall be credited with the amount of sick leave he/she earned as of that date. Therefore, all sick leave accumulated under his/her previous status will be converted to correspond to the equivalent hourly amount of sick leave in his/her new employment status, rounded to the nearest quarter day.
10. After a notice of separation is submitted, all absences relating to sick leave must be documented if the request for documentation appears reasonable.

B. FUNERAL LEAVE

1. Permanent employees shall be entitled to a maximum of five (5) consecutive days of absence with pay immediately following a death in the immediate family. Immediate family is interpreted to include spouse, parents, step-parents, children, stepchildren, siblings, grandchildren, grandparents, and parents-in-law. When a death occurs in the immediate family as defined above, the employees may convert up to a maximum of three (3) Personal days to additional bereavement leave. When a death occurs in the immediate family as defined above, and the employee is on vacation, the employee may have the right to convert up to a maximum of five (5) days to bereavement leave.
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, and may also use personal days, if available.

C. JURY DUTY AND COURT SUBPOENAS

1. The College will grant permanent employees time off for jury duty or a court subpoena 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 or court subpoena and the amount paid for such service.
2. No employee shall be required to report for work on a day for which jury duty has been served and verified by proof of payment.
3. In order to be eligible to receive payment for jury service or a court subpoenaed appearance, the employee must immediately notify his/her supervisor and present a copy of the applicable legal document.

ARTICLE 6 - PAID LEAVES OF ABSENCE

D. PERSONAL LEAVE

1. Permanent employees shall be entitled up to six (6) personal days per year for the purpose of transacting or attending to personal, legal, religious, family illness or business matters which require absence during working hours.
2. Personal leave days shall be prorated during the first year of employment based on hire date:

IF THE HIRE DATE IS: PERSONAL LEAVE DAYS ARE

July 1 - August 31	6
September 1 - October 31	5
November 1 - December 31	4
January 1 - January 31	3
February 1 - February 29	2
March 1 - April 30	1
May 1 - June 30	0

3. Except in emergencies, the employee shall provide the immediate supervisor or the supervisor's designee with one week written notice of intent to take personal leave.
4. The College reserves the right to deny the request for personal leave as conditions warrant, but authorization shall not be unreasonably withheld.
5. Personal leave shall not be cumulative from year to year and shall not be charged against sick leave. Personal leave shall not be taken in conjunction with sick leave. Personal leave may only be taken in conjunction with vacation upon the supervisor's approval.
6. Authorized personal leave may be taken in whole-day, half-day or quarter-day segments.

E. ANNUAL MILITARY DUTY

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

ARTICLE 6 - PAID LEAVES OF ABSENCE

E. ANNUAL MILITARY DUTY (cont.)

2. The employee must provide the supervisor and the Executive Director of Labor Relations and Human Resources a copy of the official military orders two (2) weeks prior to such leave.
3. Such leave shall not be charged against vacation time. The employee will be paid the difference between his/her regular College salary and his/her service pay for such period.
4. 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.

F. DISABILITY LEAVE

When an employee, either through injury or illness, loses time from work, not as a result of or arising out of his/her employment, he/she shall be entitled to disability leave in accordance with the following schedule at sixty-six and two-thirds percent (66 2/3%) of the individual's salary, after exhaustion of all accumulated sick leave:

Two (2) weeks after one (1) full year of employment
Six (6) weeks after two (2) full years of employment
Eight (8) weeks after three (3) full years of employment
Nine (9) weeks after four (4) full years of employment
Two (2) weeks per full year of employment after five (5) or More full years of employment

Said disability entitlement is applicable only once during each year, dependent upon anniversary date, or may be applied within one year until leave time is exhausted provided:

1. The employee's disability and its continuance is affirmed by acceptable medical evidence; and upon return from leave, the employee presents acceptable medical evidence that he/she may return to work;
2. The employee has not abused the sick leave benefits by past falsification or misrepresentation of sickness.
3. Employees are required to notify the Human Resources Office of all requests for disability prior to such leave commencing, except in an emergency beyond the control of the employee.

ARTICLE 6 - PAID LEAVES OF ABSENCE

G. WORKER'S COMPENSATION

1. Illness or personal injury arising out of a condition or accident which upon investigation is found to be job-connected, shall be covered by Worker's Compensation Insurance. The College Health Services Office shall be notified when a Unit member is injured while on campus. If the Health Services Office is closed the Police Department will be notified.
2. During the first week of worker's compensation eligibility, the employee shall be covered to the full extent of salary; thereafter, worker's compensation shall be paid at the rate and terms and conditions prescribed by state statutes.

ARTICLE 7 - NON-PAID LEAVES OF ABSENCE

A. MILITARY LEAVE

1. 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

1. Except in an emergency, an employee, upon one (1) month advance written notice to the Executive Director, Labor Relations and Human Resources and the immediate supervisor, may be granted by the Board up to seventy-five (75) working days per fiscal year, leave of absence without pay or loss of seniority rights for reasons which are considered to be in the best interest of the College and the employee.
2. The request for leave without pay shall state the specific reasons for leave and anticipated date of return to employment. Reasons for the leave may include the adoption of children; education; cases of special urgency; an internship program approved in advance by the Executive Director, Labor Relations and Human Resources; or off-campus AFSCME activities. Not more than one leave for AFSCME activities will be in effect at any one time. Before an unpaid leave of absence is approved, an employee may be required to use vacation time.
3. In event of serious illness which would prevent a Bargaining Unit member from returning to work, an employee, after exhaustion of all paid leave time, may be granted an unpaid leave of absence for a total of not more than one (1) year. Permission for said leave shall follow the same procedure as described in paragraph one (1) above.

ARTICLE 7 - NON-PAID LEAVES OF ABSENCE

B. PERSONAL LEAVE WITHOUT PAY (cont.)

4. Any employee who fails to return to work within two (2) working days after the expiration date of the approved leave shall be deemed to have terminated employment.
5. An employee accepting employment elsewhere during a leave granted shall be terminated, unless the leave is for off-campus AFSCME activities and AFSCME is paying the employee's salary.

C. MATERNITY LEAVE

1. Not later than the fourth month, the Unit member shall notify the Executive Director, and the immediate supervisor in writing of the condition of pregnancy. Upon such notification to the Executive Director, Labor Relations and Human Resources and the immediate supervisor, the Unit member shall let it be known the plans for continuing employment or taking leave of absence not to exceed one (1) year. The 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.
2. Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A.18A:30-1 et seq.
3. The Bargaining Unit member's position or a position of equal grade shall be made available to her within sixty (60) days after written notification to the Executive Director, Labor Relations and Human Resources and the immediate supervisor of her intent to return to full-time employment. Failure to notify the Executive Director, Labor Relations and Human Resources and the immediate supervisor within the specified time period will be considered to be a voluntary resignation.
4. 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.
5. Absence for reason of pregnancy shall be treated as any other disability in accordance with federal and state law.

ARTICLE 8 - WORKING CONDITIONS

A. CALL BACK PAY

1. 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 of work at time-and- one - half (1& ½) 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. Call back is differentiated from overtime by virtue of prior agreement.
2. If the employee's call back time work assignment and regular shift overlap, the employee shall be paid time-and-one-half (1& ½) for the first two hours of work of regular shift assignment. Thereafter, for the balance of the regular work shift, the employee shall be paid the appropriate rate.

B. REST PERIODS

1. 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 member's late arrival to work, extension of lunch hour or early departure, nor may it be regarded as cumulative if not taken.
2. The College shall make reasonable efforts to avoid interference with an employee's lunch or break period, unless the employee agrees otherwise. If the employee is required to work through his/her normal meal break, he/she will be given the opportunity to take his/her meal uninterrupted at another time during the day.

C. OVERTIME

1. 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 1/2) times the regular hourly rate of the employee.
2. When an employee is required to work more than an hour and one-half (1 1/2) past or more than an hour and one-half (1 1/2) before the normal workday, the employee shall be entitled to a one-half (1/2) hour meal period at no loss of pay and a meal allowance of five dollars(\$5.00). The employee shall indicate on his or her timesheet whether or not the one-half (1/2) hour meal period was taken.
3. Attempts will be made to distribute overtime equitably and to recognize seniority.

ARTICLE 8 - WORKING CONDITIONS

C. OVERTIME (cont.)

4. When an employee is required to work more than four (4) consecutive hours on the sixth and/or seventh consecutive day of any work week, that employee shall be entitled to one-half (1/2) hour meal period with no loss of pay.
5. Each employee is expected to be available for a reasonable amount of overtime work.
6. Employees shall be compensated at time-and-a-half for work performed on the sixth consecutive day of any workweek.
7. 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.
8. The approval of the immediate supervisor must be obtained prior to working overtime.
9. Overtime will be paid at the end of the pay period, following the pay period in which it was earned, either on the 15th or 30th of the month.

D. WORKWEEK

1. 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.
2. The regular starting time of work shifts shall not be changed in excess of one (1) hour without ten (10) working days notice to the affected employees and without first having discussed such changes and the needs for the same with a representative of the Union.
3. 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.

ARTICLE 8 - WORKING CONDITIONS

E. SHIFT DIFFERENTIAL

1. Second Shift. Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 11:00 p.m. shall receive an additional seventy-five (\$.75) cents per hour in addition to their regular pay.
2. Third Shift. Employees working on shifts of which the majority of working hours fall between 11:00 p.m. and 7:00 a.m. shall receive an additional eighty (\$.80) cents per hour in addition to their regular pay.
3. If the employee's regular hours of work split exactly evenly between the 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. work times, then the employee will receive seventy-five (\$.75) cents differential for all hours between 3:00 p.m. and 11:00 p.m. and eighty (\$.80) cents differential for all hours between 11:00 p.m. and 7:00 a.m.

F. EMERGENCY CLOSING

1. The College and the Union recognize that from time to time the campus may be closed for emergency reasons.
2. When the College is closed for all staff because of inclement weather, the essential staff only will be required to work. .
3. When the College is closed for all staff and only essential staff are required to work, essential staff will be paid a regular rate of pay plus rate of one-and-one-half (1 1/2) times their regular salaries for all hours worked. When requested by the employee, because of inclement weather, the College will make an earnest attempt to arrange transportation for essential employees. Essential staff shall be defined as having the job title "Dispatcher."
4. When the College has a delayed opening due to inclement weather, any employee who is required to work past their scheduled hours, will be paid at the appropriate overtime rate for all additional hours worked. Any employee who is required to report for work prior to the stated opening hour of the College, will be paid overtime for all hours worked, prior to the stated opening hour.
5. When the College has an early closing due to inclement weather, any employee who is required to work beyond the stated closing hour, will be paid the appropriate overtime rate for all hours worked after the stated closing of the College.

ARTICLE 8 - WORKING CONDITIONS

F. EMERGENCY CLOSING (cont.)

6. In the event that the College is closed for an entire day, due to an emergency situation, and the employee was previously approved and scheduled for a vacation, personal or floating holiday, the day may be restored under the following conditions only:
 - a. The day off was pre-approved and pre-planned.
 - b. The employee must be actively at work the day before or after the emergency closing day.
 - c. The time sheet must indicate the original day scheduled to be used on the date of the emergency closing. The reason for the scheduled absence should be crossed off and the word "restored" should be written on that date on the time sheet.
 - d. Only full days will be considered for this benefit.

G. HEALTH AND SAFETY

1. The College shall continue to make provisions for the safety and health of its employees in accordance with the requirements of Federal and State laws.
2. The Union agrees to cooperate with the College to the fullest extent to enforce health and safety practices.
3. An Employer/Employee Safety Committee will be established, consisting of three (3) persons from the Bargaining Unit and three (3) persons selected by the College, which will include the Director of Health and Safety who will chair the meetings. This Committee may be called to meet by either the College or the Union on an as-needed basis.

ARTICLE 9 – PROBATION

- A. It is agreed that the first ninety (90) 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.
- B. The College may request an extension of the probationary period, with the reasons for the extension given in writing to the Union, 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. Unit seniority shall start retroactive to the date of hire upon completion of probation.
- C. When an employee moves to a new position, but does not successfully complete a ninety (90) day probationary period, either in the supervisor's opinion or by choice of employee, the employee may return to the previous job title. The employee's Unit seniority and previous Job Title seniority will continue to accumulate during such period.

ARTICLE 10 - SENIORITY

- A. A newly appointed employee shall be considered probationary and without Unit seniority as outlined in Article 9, Sections A & B.
- B. Unit seniority is defined as an employee's total length of service with the Bargaining Unit, beginning with the employee's last date of hire. Upon completion of the probationary period, Unit seniority shall accumulate until there is a break in service.
- C. New employees retained beyond the probationary period will be considered permanent employees, and their length of service shall begin with the original date of employment in the Bargaining Unit.
- D. An employee shall be considered to have job title seniority upon successful completion of a probationary period for that job. Job title seniority shall accumulate until there is a break in service or the member moves to a different job title.
- E. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.
- F. Where ability to perform work is equal, the person with the most Unit seniority shall be given first consideration in bidding to a higher level job, recalls, shift assignments and vacation schedules, whereas the person with the least Unit seniority shall be the first considered for demotions or layoffs.
- G. The College shall maintain a current Unit seniority list and shall furnish copies of the Unit seniority list to the Union President via computer disk or e-mail attachment on a quarterly basis.
- H. In the event that an employee changes Bargaining Units at the College, or accepts a College position which is not included in the Bargaining Unit, the employee may retain all or some of their Unit seniority based on the following:
 - 1. If an employee leaves the Bargaining Unit for the reason stated above and returns back to the Bargaining Unit within one (1) year or applies for an open AFSCME position within one (1) year and is the successful candidate, no Unit seniority rights are lost. The employee will retain his/her original Unit seniority date.
 - 2. If an employee leaves the Bargaining Unit for the reason stated above and returns back to the Bargaining Unit after one (1) year, he/she can assume the total number of full years Unit seniority, prior to his/her change of employment status.

ARTICLE 10 – SENIORITY

3. In no event can employees exercise Unit seniority rights if a separation from employment with the College has occurred between the time they leave the Unit and the time they return.
4. In no case can Unit seniority bumping rights be utilized as a mechanism to return to the Bargaining Unit.

ARTICLE 11 - LAYOFF

If any condition arises which necessitates a reduction in the number of employees within the Bargaining Unit, such reduction or recall shall be made in inverse order of job title seniority. Four weeks prior to the layoff, the College will meet with the Union committee to discuss implementation of the following layoff procedures:

- A. Employees may exercise their Unit seniority first within their own job title. A position in the job title either may be vacant or occupied. The employee must move into the vacant position before displacing the least senior employee in an occupied job title. If there are no employees with less Unit Seniority in the employee's job title, then the employee may displace the least senior employee in the same grade or in a lower grade provided that the employee has greater Unit seniority and possesses the qualifications and skills required of the position. Employees may elect to either accept layoff or exercise their Unit seniority rights in the manner referred to above.
- B. When an employee is permitted by the Human Resources Department to transfer into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a six (6%) percent decrease in salary should the employee's salary be below the maximum of the lower grade.
- C. An employee's Unit seniority, when reinstated after a period of layoff, shall be continued retroactively, exclusive of the period of layoff.
- D. Nothing in the layoff procedure shall be construed so as to prohibit the College from retaining employees without regard to their Unit seniority who have unusual qualifications or abilities, and who are needed to maintain efficiency and quality of operation.
- E. The College agrees to provide permanent employees, subject to layoff, a four (4) week advance notice or payment in lieu of such notice, solely at the discretion of the College. Employees who are laid off will be granted an additional month of Health Benefit coverage beyond the time the Health Benefit coverage would normally expire.
- F. In recalling employees, the College agrees to notify employees by certified mail to the employee's last college recorded address. It shall be the employee's responsibility to notify the College by certified mail of any address change. Any employee who fails to return to work within two (2) working days after receipt of the letter shall be deemed to have terminated employment.

ARTICLE 11 – LAYOFF (cont.)

- G. For the purpose of layoff and recall, the President, Secretary/Treasurer, Vice Presidents, Recording Secretary, and Chief Shop Steward shall be granted top Unit seniority within their job title during their terms in 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 Executive Director, Labor Relations and Human Resources with the list of names of the individuals holding the positions described as being granted top Unit seniority.
- H. An employee with eight (8) years of AFSCME seniority who has been notified that his or her position will be eliminated, may opt to waive the bumping procedure and recall rights outlined above and receive a payment of \$500 at the end of their employment period. Any employee opting to waive the bumping procedure and receive the \$500 payment, must submit this, in writing, to the Executive Director, Labor Relations and Human Resources a minimum of two weeks prior to his or her last scheduled day of employment.

ARTICLE 12 - RESIGNATION

- A. An employee who resigns shall give two (2) weeks written notice exclusive of any vacation, personal leave, floating holiday or undocumented sick day utilization. Said two (2) weeks notice shall be given to the immediate supervisor and hand delivered to the Executive Director, Labor Relations and Human Resources. Employees who give less than the required two (2) weeks written notice shall not be entitled to accumulated vacation pay. Employees who do provide the required notice shall be entitled to accumulated vacation pay, not to exceed the thirty-five (35) day maximum. Employees must turn in their College ID card to their immediate supervisor or Department Head on the last day of work.
- B. No employee who resigns after charges of misconduct have been served upon the person or who has been discharged for misconduct shall be entitled to compensation for accrued vacation pay.

ARTICLE 13 - SEVERANCE COMPENSATION PROGRAM

- A. This provision shall become effective July 1, 2002 and sunsets at the expiration of this Agreement on June 30, 2007. It shall be effective only for the last two years of this Agreement.
- B. Entitlement shall be limited to five (5) employees in the second year of the Agreement (2005-06) and five (5) employees in the third year of the Agreement (2006-07).
- C. Payment shall be available to employees with a minimum of 15 years of service, as follows

2005-06	\$400.00 for each year of service
2006-07	\$400.00 for each year of service.

ARTICLE 13 - SEVERANCE COMPENSATION PROGRAM (cont.)

- D. Employees opting to participate in this severance compensation program must hand deliver their written request to the Executive Director, Human Resources and Labor Relations, no later than December 31st with an effective date of June 30th of the following year.
- E. In the event that more than five (5) employees opt for this program, the final determination will be based on unit seniority.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

- A. The College retains the right to discipline and discharge employees for just cause. Permanent employees shall have the right to file a grievance if discharged or disciplined.
- B. If the supervisor schedules a meeting with an employee, after which the supervisor intends to issue written discipline or a verbal warning reduced to writing to the employee, the supervisor must so inform the employee prior to the meeting. The supervisor must provide the employee with a reasonable amount of time to contact the Union, if the employee wishes to do so.
- C. The following steps will be utilized for discipline:

Step One: Two verbal warnings, 2nd to be written and placed in the employee's Personnel file.

Step Two: One written warning, which the employee must sign. This warning will be placed into the employee's Personnel file. The employee has the right to add a written rebuttal.

Step Three: One day unpaid suspension.

Step Four: Three day unpaid suspension.

Step Five: Discharge.

The disciplinary material is limited only to records filed in the Bargaining Unit member's Personnel file located in the Human Resources Department.

The steps of progressive discipline may be accelerated, up to and including discharge, for serious actions.

- D. Absence without leave for two (2) days or failure to return from any leave of absence or layoff shall be considered a resignation.

ARTICLE 15 - PERSONNEL FILE

- A. An employee or a Union Officer, upon written authorization from the employee, may, upon reasonable request, be permitted to examine and make one (1) copy of all materials placed in his/her personnel file other than pre-employment material or other material that is confidential or privileged. Such examination may take place between the hours of 9 a.m. and 3 p.m. of a normal working day. Any privileged or confidential information shall not be revealed to any party outside the Human Resources Office without the written consent of the employee.
- B. The College reserves the right to require its designee to be present while such file is being inspected or copied.
- C. An employee may file a written rebuttal to any derogatory material found in his/her personnel file.
- D. Nothing contained herein shall limit the College in the maintenance and retention of other records including, but not limited to, payroll and benefits.
- E. An employee shall be provided with a copy of each disciplinary document being placed in his/her files within ten (10) working days from the date it is placed in the file.

ARTICLE 16 - 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 misunderstanding, practice or other matters outside the terms of this Agreement.

B. PROCEDURE

Step One: Informal - Immediate Supervisor

Within fifteen (15) working days of the time a grievance arises or within fifteen (15) working 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 fifteen (15) working days after presentation of the grievance, the supervisor will render a decision in writing to the employee and the steward.

ARTICLE 16 - GRIEVANCE PROCEDURE

B. PROCEDURE (cont.)

Step Two: Formal – Designated Management Representative

Within fifteen (15) working days of the written answer, if the grievance is not resolved, it shall be submitted in writing and filed with the designated Management Representative.

The Management Representative will arrange a meeting at a mutually agreeable time and place not later than fifteen (15) working days after receipt of the written grievance. The aggrieved party and steward shall be entitled to be present at the meeting.

The Management Representative shall give a written answer to the grievance to the employee and the Union within fifteen (15) 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: Executive Director of Labor Relations and Human Resources

Within fifteen (15) working days after receiving the decision of the Management Representative, an appeal of the decision may be made by the Union or the employee to the Executive Director, Labor Relations and Human Resources. It shall be in writing and accompanied by a copy of the decision at Step Two.

No later than fifteen (15) working days after receipt of the appeal, the Executive Director of Labor Relations and Human Resources or his/her designee shall hold a hearing on the grievance.

Within fifteen (15) working days after the hearing, the Executive Director or 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 twenty (20) 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.

ARTICLE 16 – GRIEVANCE PROCEDURE

B. PROCEDURE (Step Four cont.)

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 Agreement 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 retroactive 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 arbitrator's 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 and/or and provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

C. MISCELLANEOUS

1. 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.
2. When a group grievance is filed, Union representatives and grievants, not to exceed a total of fifteen (15), may appear at each step of the grievance procedure, commencing at Step Two.
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. The party demanding arbitration shall request that the New Jersey Public Employees Relation Commission appoint an arbitrator in the manner set forth in the law governing these matters.

ARTICLE 16 – GRIEVANCE PROCEDURE (cont.)

D. INFORMAL DISCUSSIONS

An employee who has a complaint or dispute related to terms and conditions of employment which does not stem from a question of the interpretation, meaning, application, or claimed violation of this Agreement, has the right to discuss that complaint with his or her immediate supervisor in an effort to seek a mutually satisfactory solution to the problem. If the complaint cannot be resolved with the supervisor, the employee is entitled to discuss the problem with the department or division head. If the situation cannot be resolved at this level, the employee is free to bring the problem to the Executive Director, Labor Relations and Human Resources, who will attempt to bring the appropriate parties together to find a solution to the problem. The employee may at his/her discretion be accompanied by a Union Representative at any of the aforementioned discussions.

ARTICLE 17 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 1</u>	MINIMUM	\$21,054	\$21,580	\$22,120
	MAXIMUM	\$36,371	\$37,717	\$39,188

DEPARTMENTAL AIDE
JUNIOR ACCOUNT CLERK

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 2</u>	MINIMUM	\$22,623	\$23,189	\$23,769
	MAXIMUM	\$40,201	\$41,688	\$43,314

**DISPATCHER
*EQUIPMENT AIDE
*TRAFFIC ASSISTANT

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 3</u>	MINIMUM	\$24,208	\$24,813	\$25,433
	MAXIMUM	\$45,814	\$47,509	\$49,362

COPYING & FINISHING SPECIALIST
LIBRARY ASSISTANT: CIRCULATION
LIBRARY ASSISTANT: PROCESSING
*MAIL CARRIER
STUDENT SERVICES ASSISTANT
SWITCHBOARD OPERATOR
TEST ASSISTANT

** = Essential Staff/40 hpw
* = 40 hpw

ARTICLE 17 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 4</u>	MINIMUM	\$25,552	\$26,191	\$26,846
	MAXIMUM	\$47,716	\$49,481	\$51,411
<p>ACCOUNTS PAYABLE CLERK DEPARTMENT SECRETARY *MAIL EXPEDITER MEDIA AIDE PURCHASING & INVENTORY CONTROL CLERK RECONCILIATION CLERK **DISPATCH COORDINATOR</p>				

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 5</u>	MINIMUM	\$27,136	\$27,814	\$28,509
	MAXIMUM	\$48,791	\$50,596	\$52,569
<p>CHILD CARE ASSISTANT COLLEGE CENTER ASSISTANT COUNSELING SERVICES ASSISTANT JUNIOR LAB COORDINATOR E.S.L. JUNIOR LAB COORDINATOR M.A.D. LAB COORDINATOR H.R.I. LIBRARY ACQUISITION COORDINATOR MEDIA TECHNICIAN PRINTING SPECIALIST PURCHASING BID COORDINATOR READING / WRITING CENTER ASSISTANT SENIOR ACCOUNT CLERK STUDENT RECORDS ASSISTANT TEACHER AIDE TECHNICAL SECRETARY TELECOMMUNICATIONS COORDINATOR TEST TECHNICIAN THEATER ASSISTANT WRITING LABORATORY COORDINATOR</p>				

** = Essential Staff/40 hpw
 * = 40 hpw

ARTICLE 17 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 6</u>	MINIMUM	\$29,100	\$29,828	\$30,574
	MAXIMUM	\$50,446	\$52,313	\$54,353
CAREER SERVICES COORDINATOR				
CASHIER				
CHILD CARE GROUP LEADER				
COMMUNITY ACTIVITIES ASSISTANT				
COOPERATIVE STUDIES ASSISTANT				
COUNTER SERVICES COORDINATOR				
DEPARTMENTAL ASSISTANT				
E.O.F. ASSISTANT				
FACILITIES MAINTENANCE / DEPARTMENTAL COORDINATOR				
HEALTH & SAFETY ASSISTANT				
HEALTH SERVICES ASSISTANT				
INTERNATIONAL EDUCATION ASSISTANT				
LAB COORDINATOR / COMPUTER SCIENCE				
LAB COORDINATOR / ELECTRICAL ENGINEERING				
LAB COORDINATOR / M.A.D.				
LAB COORDINATOR / MODERN LANGUAGE				
LAB COORDINATOR / PERFORMING & VISUAL ARTS				
LAB COORDINATOR / PHYSICS				
MEDIA SERVICES ASSISTANT				
OFFICE OPERATIONS TECHNICIAN				
STUDENT ACCOUNTING ASSISTANT				
STUDENT ACTIVITIES / COLLEGE CENTER COORDINATOR				
TESTING / TUTORING CENTER SPECIALIST				
WORD PROCESSING & COMMUNICATIONS ASSISTANT				
WORD PROCESSING SPECIALIST				

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 7</u>	MINIMUM	\$30,661	\$31,428	\$32,214
	MAXIMUM	\$54,251	\$56,258	\$58,452
ADMINISTRATIVE SECRETARY				
COMPUTER GRAPHICS OPERATOR				
FINANCIAL ACCOUNTING COORDINATOR				
FINANCIAL AID ASSISTANT				
JOB PLACEMENT & INTERNATIONAL STUDENT ASSISTANT				
PHYSICAL EDUCATION CENTER COORDINATOR				
SENIOR EOF ASSISTANT				
SENIOR PRINTING SPECIALIST				
SENIOR STUDENT RECORDS ASSISTANT				
SENIOR TEST TECHNICIAN				
SPECIAL SERVICES ASSISTANT				
STUDENT COLLECTIONS SPECIALIST				
STUDENT FINANCIAL ACCOUNTING COORDINATOR				

** = Essential Staff/40 hpw
 * = 40 hpw

ARTICLE 17 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 8</u>	MINIMUM	\$32,710	\$33,528	\$34,366
	MAXIMUM	\$56,401	\$58,488	\$60,769
ADMINISTRATIVE ASSISTANT				
ALUMNI AFFAIRS & MARKETING SERVICES COORDINATOR				
COMPUTER OPERATOR				
DIVISIONAL ASSISTANT				
DIVISIONAL COORDINATOR				
GRAPHIC SERVICES COORDINATOR				
PROGRAM COORDINATOR P.E.C				
RECEIVABLES ACCOUNTS COORDINATOR				
SENIOR LAB COORDINATOR / COMPUTER SCIENCE				
SENIOR LAB COORDINATOR / E.S.L.				
SENIOR LAB COORDINATOR / H.R.I.				
SENIOR LAB COORDINATOR / OFFICE ADMINISTRATION				
STUDENT ACTIVITY/COLLEGE CENTER FACILITATOR				
STUDENT RECORDS ANALYST				
STUDENT RECORDS EVALUATOR				
SYSTEMS COORDINATOR				
THE INSTITUTE COORDINATOR				
THEATER TECHNICIAN				

		<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
<u>GRADE 9</u>	MINIMUM	\$34,981	\$35,856	\$36,752
	MAXIMUM	\$68,560	\$71,097	\$73,870
CHILD CARE TEACHER				
COMPUTER REPAIR TECHNICIAN				
COORDINATOR OF MEDIA SERVICES				
COUNSELING & TRANSFER ASSISTANT				
FACILITIES ENGINEERING TECHNICIAN				
HELP DESK TECHNICIAN				
SENIOR LAB COORDINATOR / BIOLOGY				
SENIOR LAB COORDINATOR / CHEMISTRY				
SENIOR LAB COORDINATOR / DENTAL				
SENIOR LAB COORDINATOR / ELECTRICAL ENGINEERING				
SENIOR LAB COORDINATOR / MAD				
SENIOR LAB COORDINATOR / MECHANICAL / CIVIL ENGINEERING				
SENIOR LAB COORDINATOR / PHYSICS				
SENIOR STUDENT RECORDS ANALYST				
STUDENT APPEALS ANALYST				
TESTING COORDINATOR				

** = Essential Staff/40 hpw

* = 40 hpw

ARTICLE 18 - JOB STATUS CHANGES

- A. When and if the College, at its discretion, establishes new jobs, or combines, adds to or removes duties from existing jobs, or combines all or part of the duties of two (2) or more jobs, the Union may, after exhaustion of the position reclassification procedure, (listed below), challenge, commencing at Step Three of the grievance procedure the accuracy of the job rate and the job title assigned. Nothing herein shall be interpreted as restricting management's rights to participate in classification/reclassification procedures.

1. Position Reclassification Procedure.

- a. Request for position reclassification review must be submitted to the designated Management Representative, accompanied by supporting documents detailing the reasons for the review.
 - b. The designated Management Representative shall respond in writing within three weeks after having received and reviewed the documentation.
 - c. If reclassification is denied, the reason shall be incorporated in the written response.
 - d. A request for reconsideration may be made if additional supporting documentation is submitted within three weeks of the decision at step 'b' above.
- B. Lead rates will be negotiated with the Union prior to implementation.
- C. When an employee moves to a higher grade, either through the reclassification procedure or successful job bidding into an open position, the employee will receive the higher of 1 and 1-B or 1 and 2-B as listed below. However, under no circumstances will the employee's salary exceed the maximum of the new grade.
1. The new minimum base rate of the new grade.
 - 1-B. A six (6%) percent increase on his/her current base salary if the move is a change of one (1) grade only.
 - 2-B. A six (6%) percent increase, plus one hundred (\$100) dollars for each grade level change in excess of one, on his/her current base salary if the move is a change of two (2) grades or more.
- D. When an employee moves into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a six (6%) percent decrease in salary should the employee's salary be below the maximum of the lower grade.

ARTICLE 19 - WORK SUBSTITUTION

- A. Whenever an employee is assigned to substitute for an employee in a higher unit grade level for more than one (1) full day or for more than two (2) half days in a week, the employee shall be paid a differential of One dollar (\$.1.00) per hour for all hours actually worked in the higher grade level during that week. The differential shall not be retroactive for work performed on the first day.

ARTICLE 19 - WORK SUBSTITUTION (cont.)

- B. Whenever an employee substitutes for a portion of another Bargaining Unit member's tasks, when a majority of those tasks are at a higher grade level, the employee will receive a differential of One dollar (\$1.00) per hour not to exceed a duration of six months without negotiating with the Union for an extension of time.

ARTICLE 20 - PARKING AND IDENTIFICATION

A. PARKING

At the time of employment, each employee will be provided with a parking sticker for his/her 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, the 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. The card should be carried at all times when on campus. Identification cards should be turned in to the Payroll Department at the time of termination of employment.

ARTICLE 21 - MANAGEMENT RIGHTS

A.F.S.C.M.E. recognizes the Board's rights, duties and authority to manage and control the College and its business in accordance with its commitments and responsibilities and pursuant to the authority vested in it by the State of New Jersey as well as all applicable Federal, State and local laws. The Union recognizes the Board's right to create or alter rules and regulations to be observed by the employees and to assign the work force. Such rules and regulations shall not be used for the purpose of discrimination or punitive action against an employee nor shall any rule or regulation be inconsistent with the provisions of this Agreement. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

ARTICLE 22 - NO STRIKE CLAUSE

During the term of the Agreement, the American Federation of State, County and Municipal Employees, Local 2269 and all Bargaining Unit members shall not cause, sanction or take part in any strike, whether sit-in, stay-in, sympathetic, general or any other kind, or engage in any other interference with the operation and conduct of College business.

ARTICLE 23 - NON-DISCRIMINATION

The Union and the College agree that there shall be no discrimination as to sex, age, national origin, race, religion, handicap, political affiliation, sexual orientation, Union membership or Union activity.

ARTICLE 24 - 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.

B. PRINTING OF THE AGREEMENT

The College will prepare the final copy and present the final copy and the disk to the Union for review in a timely manner. The Union shall update the Table of Contents and mark any errors and return it to the College within one week.

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 25 - COMPENSATION AND DURATION

A. This Agreement shall be effective upon ratification of both parties and shall provide the following increases:

2004-05: 3.5% across the board increase added to base salary to all employees on the active payroll July 1, 2004;

2005-06: 3.7% across the board increase added to base salary to all employees on the active payroll June 30, 2005.

2006-07: 3.9% across the board increase added to base salary to all employees on the active payroll June 30, 2006.

In addition, in the first year of this Agreement, in the payroll period immediately following ratification, a one-time bonus of \$5.00 for each year of service with the College (as of June 30, 2004), less all lawful deductions, will be paid to all eligible Bargaining Unit Members. The one time bonus will not be added to the recipients' base wages.

B. Minimum pay for each year of the Agreement will be raised by 2.5%.

C. Maximum pay increases will mirror the general increases in each year of the Agreement.

D. No new AFSCME employee will be hired at a salary above the stated minimum salary for the job title into which he/she is being hired.

ARTICLE 25 - COMPENSATION AND DURATION (cont.)

- E. No employee, however, shall receive neither less than the minimum nor more than the maximum of his/her grade.
- F. Minimums and maximums in Article 17 for part-time and ten-month employees shall be prorated accordingly.
- G. This Agreement shall become effective upon ratification by both parties, as of July 1, 2004 and shall remain in full force and effect through June 30, 2007.
- H. The College agrees to respond to the Union's request to open negotiations for a successor Agreement. The parties will begin bargaining no later than April 15 of the year in which the Agreement expires.
- I. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 2007.

The College and the Union agree that the above language represents the understanding reached between them. Having full authority they are affixing their signatures below.

**THE BOARD OF TRUSTEES
MIDDLESEX COUNTY COLLEGE**

**THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES UNION**

SIGNED THIS _____ DAY OF _____, 2005.

CHAIRMAN, BOARD OF TRUSTEES, MCC

PRESIDENT, AFSCME LOCAL 2269

DESIGNEE FOR MCC

1 st. VICE PRESIDENT,
AFSCME LOCAL 2269

