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INSTITUTE OF MANAGEMENT  
LABOR RELATIONS

AUG 08 1985

AGREEMENT RUTGERS UNIVERSITY

Between

UNION COUNTY COLLEGE

And

UNION COUNTY COLLEGE  
SECURITY ASSOCIATION

THIS DOES NOT  
CIRCULATE

X IN EFFECT FROM 7/1/83 TO 6/30/86



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Recognition	1
II	Management Rights	1
III	Successor Agreement	2
IV	Grievance Procedure	2
V	Employee Rights and Privileges	4
VI	Association Rights and Privileges	5
VII	Deduction of Dues From Payroll	6
VIII	Protection of Employee Liability Insurance	9
IX	Evaluations and Personnel Records	10
X	Hours of Work and Overtime	10
XI	Vacation Days	12
XII	Holidays & Holiday Payment	13
XIII	Sick Leave	15
XIV	Personal Days	16
XV	Bereavement Leave	17
XVI	Uniform Cleaning Allotment	18
XVII	Book Stipend	19
XVIII	Snow Closings & Emergency Closings	19
XIX	Maternity Leave	21
XX	Probationary Period	22
XXI	Insurance and Retirement Plan	23
XXII	Separability and Savings	24
XXIII	Fully Bargained Provisions	25
XXIV	Salaries	26
XXV	Duration of Agreement	28
	Appendix A	
	Letters of Agreement	

**ARTICLE I - RECOGNITION**

A. UNIT - The College recognizes the Association as the exclusive representative for collective negotiations for all regularly employed, full-time and part-time security employees at Cranford, Scotch Plains and Elizabeth, excluding the Director of Security, temporary employees, students, supervisors, and all other employees.

B. DEFINITION OF EMPLOYEE - Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all regularly, and actively employed, full-time and part-time employees, represented by the Association in a negotiating unit as above-defined and references to male employees shall include references to female employees

**ARTICLE II - MANAGEMENT RIGHTS**

A. The College hereby retains and reserves unto itself, 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:

1. Control of the College premises, properties and facilities, academic operations and business operations and the employment activities of its employees;

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

3. To assign work of such quantity and type to employees as management determines is necessary;

4. To suspend, promote, demote, discharge, transfer or take any other disciplinary action for just cause and to lay off employees because of lack of work, or for any other legitimate reason.

**ARTICLE III - NEGOTIATION OF SUCCESSOR AGREEMENT**

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

B. 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.

C. 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.

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

**ARTICLE IV - GRIEVANCE PROCEDURE**

A. Definition - The term "grievance" as used herein is defined to mean any dispute over the interpretation, application, or alleged violation of the collective agreement. A grievance may be raised by an individual or by the Association acting on behalf of and at the request of an individual or group of individuals.

B. The following procedures shall constitute the sole and exclusive method for resolving grievances between the parties concerning the collective agreement.

STEP 1 - Within twenty (20) working days after an alleged violation of the provisions of this agreement has occurred, there shall be an informal meeting with the Director of Security and an effort shall be made to informally settle the dispute. The Director of Security shall render a decision in ten (10) working days after informal discussions have occurred.

STEP 2 - In the event the grievance is not settled in Step 1, the grievance shall be reduced to writing and filed with the Director of Security within five (5) working days from receipt of the decision of the Director of Security in Step 1.

The grievance shall set forth, among other things:

1. The nature of the grievance.
2. The date, time and place of the alleged grievance.
3. Specific provisions of the contract alleged to have been violated.
4. Name or names of witnesses to the alleged violation.

The Director shall render his or her decision, in writing, within ten (10) working days.

STEP 3 - In the event that the grievance is not resolved at step 2, the aggrieved shall, within five (5) working days after receiving a response from the Director, submit the grievance, in writing, to the Contract Administrator, or his or her designee. The Contract Administrator or his or her designee, shall provide a written answer to the grievance within ten (10) working days.

STEP 4 - If the grievance is not satisfactorily adjusted within ten (10) working days from the final determination made under Step 3 above, the aggrieved may submit the grievance to advisory arbitration. The decision of the arbitrator shall be in writing and shall be non-binding upon the College and the Association. Effective 7/1/85 the decision of the arbitrator shall be binding on all contractual issues. There shall be no arbitration concerning administrative regulations and/or statutory regulations.

C. Time Limitations - The time limitations under this article may be extended by mutual consent of the parties.

A failure by Administration to respond shall be construed as a denial of the grievance and shall automatically move the grievance to the next available step.

Upon request, the parties may agree to submit a grievance directly to the second step of the procedure, thereby waiving Step 1.

A grievant shall have the right to be represented by the Association at any step of the grievance procedure, or the grievant may refuse such representation. Where representation is refused, the Association, may be in attendance at all steps of the procedure and may present its views concerning the impact of any decision on employees it represents.

**ARTICLE V - EMPLOYEE RIGHTS AND PRIVILEGES**

The College shall have the right to discipline employees for just cause. In the event of a discharge, the College shall notify the employee and/or the Association, in advance, where possible, in writing, of its intention to discharge the employee. Failure of

the College to provide notice to the Association, in advance of discharge, shall require the College to notify the Association, by mail, within 24 hours of discharge.

**ARTICLE VI** - ASSOCIATION RIGHTS AND PRIVILEGES

A. Appropriately designated Association representatives 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 or her work station without first obtaining permission from the employee's immediate supervisor. Permission shall not be unreasonably withheld.

B. 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.

C. 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.

D. The Association shall be entitled to reasonable use of the inter-College mail facilities.



E. Each party will provide to the other, upon request, in advance, necessary information relevant to processing of grievances.

F. The Association shall inform the College, in writing, of the names of its officers.

**ARTICLE VII** - DEDUCTION OF DUES FROM PAYROLL

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

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

3. Effective 7/1/85, non-members covered by this agreement shall be required to pay an agency fee in accordance with the following requirements.

a. Purpose of Fee - If an employee does not become a member of the Association, said employee 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 representative 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% 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) 10 days after receipt of the aforesaid list by the College, or

(ii) 30 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 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 10 days after the Board 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 30 day 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 VIII - PROTECTION OF EMPLOYEE LIABILITY INSURANCE**

The College will maintain a liability insurance policy covering all employees in accordance with past practice. Protection afforded employees shall be in accordance with the policy of insurance.

**ARTICLE IX** - EVALUATIONS AND PERSONNEL RECORDS

A. Evaluations

1. An employee shall be evaluated at least once during each fiscal year by his/her supervisor. The employee will sign the 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. An example of the type of evaluation form which may be used is attached in the Appendix.

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

B. Personnel Record

1. An employee shall have the right, upon reasonable notice, to review the contents of the employee's personnel file, provided that the employee does so in the presence of a member of the Personnel office during regular working hours.

2. The employee may receive copies of any document contained therein (one (1) time only) at College expense.

**ARTICLE X** - HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The regular work week for all full-time bargaining unit members shall consist of five (5) consecutive days of eight (8) hours per day (forty-hour (40) week), including a one-half ( $\frac{1}{2}$ ) hour lunch.

B. Lunch and Coffee Breaks

1. Lunch breaks for those employees working an eight (8)

hour shift, shall be of one-half ( $\frac{1}{2}$ ) hour duration and shall be staggered to provide coverage. Coffee breaks for those employees working an eight (8) hour shift, shall be fifteen (15) minutes in duration and shall be provided in accordance with past practice.

C. Summer Hours

1. Should the College alter the normal work days or work week during the summer, the normal daily work schedule for full-time employees shall be four (4) consecutive days consisting of ten (10) hours of work per day for a total of forty (40) hours per week, including a one-half hour ( $\frac{1}{2}$ ) lunch period, two (2) coffee breaks and a (15) fifteen minute wash-up time.

2. While summer hours are in effect, appropriate clauses in the bargaining agreement shall modified accordingly.

D. Overtime

1. All hours worked in excess of eight (8) hours in any day and forty (40) hours in any week, shall be paid for at a rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time rate of pay.

2. Overtime shall be equitably distributed among full-time employees and full-time employees shall be expected to work a reasonable amount of overtime.

3. In the event a full-time employee is unable to work overtime when requested to do so, the next full-time employee on the seniority roster, on a rotating basis, shall be requested to work overtime. The College may, however, require the least senior

and qualified employee to perform the overtime work where other more senior employees are unable to do so.

4. An employee shall be compensated at a rate of one and one-half (1½) times the regular rate for time worked on a sixth (6th) consecutive day of work.

5. An employee shall be compensated at a rate of two times (2) the regular rate for time worked on a seventh (7th) consecutive day of work.

**ARTICLE XI** - VACATION DAYS

A. Full-time employees shall be entitled to take the following vacations:

During the first fiscal.....5/6 of day per month  
year of employment of service

	<u>Effective</u> <u>1983-1984</u>	<u>Effective</u> <u>1984-1985</u>	<u>Effective</u> <u>1985-1986</u>
After 1 full fiscal year but less than 2 full fiscal years of service	10	10	10
After 2 full fiscal years of employment	12	14	20
After 3 full fiscal years of employment	13	16	20
After 4 full fiscal years of employment	14	20	20
After 5 full fiscal years of employment	15	20	20
After 6 full fiscal years of employment	16	20	20
After 7 full fiscal years of employment	20	20	20

B. The vacation entitlement shall be calculated on the period commencing on July 1st and ending on June 30th. Employees

shall not begin to accrue vacation until they have completed six (6) months of service. After completion of six (6) months of service, however, accrued vacation will be calculated from the date of hire through the following June 30th.

C. Under normal circumstances, vacations shall be taken when classes are not in session, however, any vacation requests will be considered and will ultimately be subject to supervisory approval or disapproval.

D. Employees shall be entitled to accrued but unused vacation time upon termination, provided they give at least two (2) weeks notice and leave in good standing.

E. Part-Time Employees - Part-time employees shall accrue vacation for the months worked from July 1st through the following June 30th based on the number of years of service as indicated below.

<u>Years of Service</u>	<u>Vacation Accrual</u>
0 - 1 year	1 work week
1 - 5 years	2 work weeks
5 - 10 years	3 work weeks
10 or more years	4 work weeks

**ARTICLE XII** - HOLIDAY & HOLIDAY PAYMENT

A. Full-time employees shall be entitled to the following nine (9) regular holidays:

New Year's Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day



In addition to the holidays listed above, employees shall be entitled to three (3) additional holidays which will be determined at the discretion of the College.

B. The holiday calendar will be announced at the beginning of the academic year.

C. An employee who is not required to work on a holiday, or the designated observance of the holiday, shall be paid at his straight time rate for the holiday.

D. An employee who is required to work on a holiday, or the designated observance of a holiday, shall receive his normal day's pay and an additional pay at the rate of time and one half (1½) for hours worked.

E. An employee who is required to work on a day school is closed when it would normally be open shall receive his normal day's pay and an additional pay at the rate of straight time.

F. When a holiday falls on a regularly scheduled work day and the employee is not required to work, the employee shall be paid at a rate of straight time pay.

G. To be eligible for holiday pay, an employee must have been employed by the College for a period of thirty (30) days of employment.

#### H. Part-Time Employees

1. Part-time employees shall be eligible for payment of legal holidays only when the legal holiday falls on a day they are scheduled to work.

2. When a part-time employee works a legal holiday, he will receive his normal day's pay and an additional pay at the rate of time and one-half ( $1\frac{1}{2}$ ).

**ARTICLE XIII - SICK LEAVE**

A. Full-time employees shall be entitled to a maximum of twelve (12) sick days per year without loss of pay, which days shall accrue at a rate of one (1) day per month in his first year of service.

B. Effective 7/1/85, full-time employees shall give up one (1) sick day and shall receive only eleven (11) sick days. All of the other provisions of this article shall remain in effect.

C. Unused sick days may be carried over from year to year and will be applied to the waiting period before temporary disability payments begin and the period after temporary disability payments end.

D. During the first year of employment, sick leave shall accrue at a rate of one (1) day per month to the next succeeding July 1st. After completion of one (1) full fiscal year of service, or July 1st, whichever is sooner, an employee shall be eligible for immediate use of days earned up to the maximum amount of days. If an employee terminates, the employee may be required to repay unearned sick leave, if used.

E. Employees must call in absences due to illness and the extent of the illness to their immediate supervisor before the start of their shift each day. An employee who uses three (3) consecutive days or more shall provide a doctor's certificate verifying the days absent, the reason for the absence and the ability of the employee to return to full duty before being permitted to return to work.

F. If the College determines that sick leave of a given employee is being abused, or a pattern of absence is noted, it reserves the right to request reasonable proof of illness from the employee's doctor.

G. No payment shall be made for unused sick time at termination.

H. Employees who qualify for temporary disability will not accrue vacation, holiday pay, nor any other time related benefits, exclusive of sick leave, for the period of their absence.

I. Part-time employees shall accrue one (1) sick day every three (3) months for a total of four (4) days per fiscal year. Sick days may accrue from calendar quarter to calendar quarter, but not from year to year.

**ARTICLE XIV** - PERSONAL DAYS

A. Of the sick days earned by full-time employees, two (2) days may be used as personal days. Full-time employees shall also be entitled to one (1) additional personal day, for an aggregate total of three (3) per year.

B. The employee must give one (1) week's notice to the College of the employee's intention to use a personal day, however,

the College will make every effort to accommodate the employee's request, whenever made, provided the staffing needs are fulfilled.

C. The College reserves the right to deny the use of personal days depending upon the needs of the College.

D. Unused personal days shall be added to sick days and be carried over as sick time.

E. No payment shall be made for unused personal time at termination.

F. Personal days may not be used to extend an employee's vacation time.

**ARTICLE XV - BEREAVEMENT LEAVE**

A. 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 days following the death on which the employee would have otherwise worked.

B. In the event of the death of a full-time employee's grandchild, brother, sister, mother-in-law or grandparent, the employee shall receive pay for the three (3) consecutive days following the death on which the employee would have otherwise worked.

C. In the event of the death of a full-time employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be entitled to pay for up to one (1) day following the date of death during which the employee would have otherwise worked.

D. Such reimbursement 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 and is limited to absences occurring when the employee would have otherwise worked. Bereavement leave shall not be paid for any period of time which the employee would not have been scheduled for work, such as, vacation days, holidays, sick days, etc.

E. Upon request, the employee shall provide evidence of attendance at the funeral or service.

F. The College reserves its right to require the employee to present proof evidencing death and relationship before reimbursing an employee for bereavement leave. Failure of the employee to provide such evidence, upon request, shall result in the College refusing to reimburse the employee.

G. Part-time employees shall qualify for bereavement leave as outlined above.

**ARTICLE XVI - UNIFORM CLEANING ALLOTMENT**

A. Upon presentation of dry cleaning receipts, the College shall reimburse full-time, actively employed, bargaining unit members for cleaning expenses up to a maximum of fifteen (\$15) dollars per month during 1983-84, up to a maximum of fifteen (\$15) dollars per month during 1984-85, and up to a maximum of twenty (\$20) dollars per month during 1985-86. Part-time employees shall receive up to seven fifty (\$7.50) per month during 1983-84, seven fifty (\$7.50) per month during 1984-85 and ten (\$10) dollars per month during 1985-86.

B. In order for reimbursement to be made in the same calendar month, receipts must be submitted to the Director of Security no later than the 10th of the month. Receipts submitted later than the 10th of the month, will be payable the following month.

C. A terminated employee shall return all articles of clothing prior to receipt of the employee's final pay check.

D. All full-time employees shall be issued and are expected to wear the following uniform articles.

SUMMER UNIFORMS

1 summer cap  
2 short sleeve shirts  
2 pr. trousers

WINTER UNIFORMS

1 winter cap  
2 long sleeve shirts  
2 pr. trousers  
1 winter jacket

**ARTICLE XVII** - BOOK STIPEND

A. When a full-time employee is required by the College to attend a course, the College shall reimburse the employee for any books required by the course, upon presentation of the book receipts.

B. During the term of this agreement, any change in College policy which would authorize the payment of a book stipend to all members of the College staff will automatically include such benefits for full-time security officers.

**ARTICLE XVIII** - SNOW CLOSINGS & EMERGENCY CLOSINGS

A. It is expected that the security employees will continue to make an effort to report to work when school has been closed due to snow, or other emergencies, unless contacted by the Director of Security, or his designee, not to.

B. If any employee is directed to stay home, he will suffer no loss in his day's pay.

C. If an employee is not asked to stay home and he successfully reports to work, he will receive his normal day's pay and a minimum of an additional four hours pay at straight time, even if he is immediately sent home.

D. If an employee is called specifically to report to work,

he will receive his normal day's pay and an additional pay at the rate of straight time for each hour worked up to eight (8) hours, after which he will be compensated at the rate of time and one-half (1½).

E. If an employee does not report to work and does not report to the Director of Security, informing him of the circumstances for the absence and the reason as to why he did not telephone, he may be in jeopardy of losing that day's pay. It is incumbent upon the employee to report to the Director of Security 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.

F. If an employee is working and the College is closed prior to the end of his regular shift, the Director of Security 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 shall not suffer any loss of wages for the day. If the employee is retained until the end of his shift, he will be entitled to pay at the rate of time and one-half (1½) for those hours worked beyond the closing time of the College.

G. 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.

H. Part-Time Employees

Part-time employees shall be entitled to the same provisions indicated for full-time employees.

**ARTICLE XIX** - MATERNITY LEAVE

A. In accordance with Federal legislation, maternity absences will be treated the same as any other illness absence.

B. The College will grant a maternity leave of absence without pay for a period of up to one (1) year per pregnancy to a security officer who becomes pregnant.

C. For the protection of the employee, a security officer desiring to work during pregnancy shall furnish the Personnel Office with a physician's certification, indicating the expected date of birth and the physician's opinion as to how long she may continue to work.

D. Within a reasonable time, the employee shall inform the Personnel Office in writing of the date she will commence her maternity leave and the date she expects to return to work.

E. At least thirty (30) days prior to the expected date of return listed on her request for leave, the employee must give written confirmation to the Personnel Office that she shall return on that date or apply for an extension for reasons associated with pregnancy. The College reserves the right to request a doctor's letter in the event of a request for an extension of maternity leave.

F. However, in the event of an emergency, the thirty-day (30) notice requirement may be waived.

G. Prior to her return to normal duties, the employee must furnish the Personnel Office with a statement, in writing, by her



attending physician of her ability to return to her normal job duties.

H. Upon return, every effort shall be made to return the employee to the same shift.

I. During the period of leave, the employee shall suffer no loss of seniority or benefits, within the limitation imposed by the health benefit policies themselves.

J. The maximum amount of maternity leave shall be one (1) year per pregnancy. In no event shall maternity leave be longer than a total of two (2) consecutive years.

**ARTICLE XX** - PROBATIONARY PERIOD

A. It is expressly understood and agreed that the first sixty (60) calendar days of employment of any newly-hired employee shall be a trial period, during which the College shall have the unqualified right to dismiss or transfer such new employee. In addition, a newly-promoted or transferred employee shall be on a sixty (60) day trial period.

B. During the probationary period, the probationary employee shall earn an hourly rate of forty (\$.40) cents less than the normal hourly rate. Upon successful completion of the probationary period, the employee shall receive the normal hourly rate.

C. Solely at the discretion of the College, as individual cases merit, the probationary period may be decreased. In no case, however, shall the probationary period be less than thirty (30) days.

D. Part-Time Employees

Part-time employees shall be covered by the provisions of this Article.

**ARTICLE XXI - INSURANCE AND RETIREMENT PLAN**

A. Insurance Coverage

All full-time employees and those employees who regularly work 20 hours per week, or more, shall be provided with coverage under the State Health Benefits program. Coverage is effective on the first day of the month following sixty (60) days 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 bargaining 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). Upon request, an employee may elect not to participate in PERS during the first four (4) months of employment. The PERS program provides for life insurance coverage. Rights, benefits, qualification and restrictions and/or conditions are all established by the Public Employees

Retirement System and shall 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.

**ARTICLE XXII - 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 XXIII - 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 of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXIV** - SALARIES: FULL-TIME

A. For full-time security officers, effective July 1, 1983:

1. Days.....\$6.25 per hour
2. Evenings.....\$6.40 per hour  
( \$6.25/hr. + \$0.15/hr. shift differ.)
3. Nights.....\$6.55 per hour  
( \$6.25/hr. + \$0.30/hr. shift differ.)

B. For full-time security officers, effective July 1, 1984:

1. Days.....\$6.79 per hour
2. Evenings.....\$6.94 per hour  
( \$6.79/hr. + \$0.15/hr. shift differ.)
3. Nights.....\$7.09 per hour  
( \$6.79/hr. + \$0.30/hr. shift differ.)

C. For full-time security officers, effective July 1, 1985:

1. Days.....\$7.34 per hour
2. Evenings.....\$7.49 per hour  
( \$7.34/hr. + \$0.15/hr. shift differ.)
3. Nights.....\$7.64 per hour  
( \$7.34 hr. + \$0.30/hr. shift differ.)

SALARIES: PART-TIME

A. For part-time security officers, effective July 1, 1983:

1. Days.....\$6.10 per hour
2. Evenings.....\$6.25 per hour  
( \$6.10/hr. + 0.15/hr. shift differ.)
3. Nights.....\$6.40 per hour  
( \$6.10/hr. + 0.30/hr. shift differ.)

B. For part-time security officers, effective July 1, 1984:

1. Days.....\$6.64 per hour
2. Evenings.....\$6.79 per hour  
( \$6.64/hr. + \$0.15/hr. shift differ.)
3. Nights.....\$6.94 per hour  
( \$6.64/hr. + \$0.30/hr. shift differ.)

C. For part-time security officers, effective July 1, 1985:

1. Days.....\$7.19 per hour
2. Evenings.....\$7.34 per hour  
( \$7.19/hr. + shift differ.)
3. Nights.....\$7.49 per hour  
( \$7.19/hr. + \$0.30/hr. shift differ.)

**ARTICLE XXV - DURATION OF AGREEMENT**

This Agreement shall be in full force and effect as of the date hereof, and shall remain in full force and effect to and including June 30th, 1986. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than March 30th, nor later than April 30th, of the year in which the Agreement is to expire of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey, on the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

UNION COUNTY COLLEGE  
SECURITY ASSOCIATION

UNION COUNTY COLLEGE

Ernest B. Joseph

Charles Buda

Thomas A. Quinn

Suzanne Melton

Blm DP

UNION COUNTY COLLEGE  
EMPLOYEE PERFORMANCE APPRAISAL  
CLASSIFIED PERSONNEL

NAME \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

POSITION \_\_\_\_\_ GRADE \_\_\_\_\_ 3 month \_\_\_\_\_ 1 year \_\_\_\_\_

DATE \_\_\_\_\_ OTHER \_\_\_\_\_

THE FOLLOWING APPRAISAL CODE SHOULD BE USED IN RATING EACH ELEMENT OF PERFORMANCE:

- 4. Exceptional performance - far above what is typical
- 3. Very good performance - considerably above what is typical
- 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. Toward students \_\_\_\_\_
- c. Enthusiasm for job \_\_\_\_\_
- d. Willingness to comply with rules and regulations of College \_\_\_\_\_
- e. Ability to accept criticism \_\_\_\_\_
- f. Stability of temperament \_\_\_\_\_
- g. 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. Ability to meet deadlines \_\_\_\_\_
- f. Thoroughness, accuracy, precision \_\_\_\_\_
- g. Creativity \_\_\_\_\_
- h. Works in systematic, orderly manner \_\_\_\_\_

COMMENTS \_\_\_\_\_

3. QUANTITY OF WORK

- a. Volume of work \_\_\_\_\_
- b. Rate of accomplishment \_\_\_\_\_
- c. Initiative \_\_\_\_\_

COMMENTS \_\_\_\_\_

4. PERSONAL QUALITIES AND CHARACTERISTICS

- a. Attendance \_\_\_\_\_
- b. Punctuality \_\_\_\_\_

(OVER)



4. PERSONAL QUALITIES AND CHARACTERISTICS (cont'd.)

- c. Dependability \_\_\_\_\_
- d. Appearance \_\_\_\_\_
- e. Respects confidential information \_\_\_\_\_
- f. Uses criticism to good advantage \_\_\_\_\_
- g. Works toward self improvement \_\_\_\_\_
- h. Keeps outside interests from interfering with work \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

5. WHAT ARE EMPLOYEE'S STRENGTHS? \_\_\_\_\_

\_\_\_\_\_

IF ANY, HOW COULD THEY BE BETTER UTILIZED BY COLLEGE? \_\_\_\_\_

\_\_\_\_\_

6. WHAT ARE EMPLOYEE'S WEAKNESSES? \_\_\_\_\_

\_\_\_\_\_

7. NOTE ANY SKILLS NOT CONTAINED IN JOB DESCRIPTION THAT WOULD BE OF BENEFIT TO THE COLLEGE. \_\_\_\_\_

\_\_\_\_\_

8. RECOMMENDATIONS:

- Continued Employment YES \_\_\_\_\_ NO \_\_\_\_\_
  - Salary Increment (for 1 yr. eval. only) YES \_\_\_\_\_ NO \_\_\_\_\_
  - Promotability YES \_\_\_\_\_ NO \_\_\_\_\_
- (If promotability is "yes" please indicate to what capacity \_\_\_\_\_)

\_\_\_\_\_

\_\_\_\_\_

OVERALL PERFORMANCE APPRAISAL  
(Please circle one)

4            3            2            1            0

IF YOU HAVE ADDITIONAL COMMENTS, PLEASE USE ADDITIONAL PAGE, AND WHEN POSSIBLE, KEY YOUR COMMENTS TO ELEMENTS OF PERFORMANCE.

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Employee \_\_\_\_\_

PLEASE DISCUSS YOUR EVALUATION WITH THE EMPLOYEE, HAVE EMPLOYEE SIGN FORM, AND RETURN FORM TO PERSONNEL DEPARTMENT.

LETTER OF AGREEMENT

The question concerning the inclusion of the position of evening supervisor is pending before the Public Employees Relations Commission. Until a decision is rendered, the College will maintain the existing status quo, concerning wages, terms of employment and benefits.

Effective July 1, 1983

Evening Supervisor.....\$7.35 per hour  
( $\$7.20/\text{hr.} + \$0.15/\text{hr. shift differ.}$ )

Effective July 1, 1984

Evening Supervisor.....\$7.89 per hour  
( $\$7.74/\text{hr.} + \$0.15/\text{hr. shift differ.}$ )

Effective July 1, 1985

Evening Supervisor.....\$8.44 per hour  
( $\$8.29/\text{hr.} + \$0.15/\text{hr. shift differ.}$ )

LETTER OF AGREEMENT

Reference is made to the recent collective negotiations between the College and the Security Association, whereby it was agreed as follow:

Effective during the 1984 summer vacation period only; the employees, Philip Portuese, Thomas Quinn and Robert Sacks, shall receive two (2) additional vacation days for a total of twelve (12) days vacation with pay. All of the other provisions of Article XI - Vacation Days shall apply.

