

A G R E E M E N T

Between

THE BOARD OF TRUSTEES OF
UNION COUNTY COLLEGE

And

THE UNION COUNTY COLLEGE EMPLOYEES ASSOCIATION

July 1, 2002 to June 30, 2005

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ARTICLE I

PREAMBLE

THIS AGREEMENT is made and entered into as of July 1, 2002 by and between UNION COUNTY COLLEGE, at its various sites (hereinafter referred to as “The College”), and UNION COUNTY COLLEGE EMPLOYEES ASSOCIATION/NJEA, (hereinafter referred to as “The Association”).

ARTICLE II

RECOGNITION

- A. The College recognizes the Association as the exclusive representative of all employees in the Unit set forth below, for the purposes of collective negotiations with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT - All full-time and regular part-time non-teaching professional employees, including:

Assessment Counselor	Financial Aid Counselor
Assistant Director of Auxiliary Services and Purchasing	Financial Aid Counselor/System Analyst
Assistant Director of Financial Aid	Fitness Center Coordinator
Assistant Director/Library	Head Tutor
Assistant Director/Media Services	Information Systems Coordinator (Financial Aid)
Assistant to the Director/Recruiter	Instructor/CEWD
Associate Director/Public Safety	Job Developer
Audio Visual Technician/Network Coordinator	Job Developer/Recruiter
Client Server/Applications Manager	Lab Coordinator
Contract Administration Specialist	Lead Server/PC Specialist
Coordinator Help Desk Services/ Instructional Tech Support	Manager, Instructional Computing/Help Desk
Coordinator Joint Programs UCC/UMDNJ	Manager, Non-Credit Computer Certificate Program
Coordinator of Operations	Manager, Printing Services
Coordinator (Grant & Contract Projects)	Media Coordinator
Coordinator of Student Services/EC or PC	MIS Project Leader
Coordinator, Services for Students with Disabilities	Network Manager
Coordinator, Student Accounts Counselor	Network Specialist
Counselor/Coordinator	On-Line Course Development Specialist
Counselor/Coordinator Tutorial & Supplemental Instruction	Operations Manager
Counselor/Recruiter, EOF	Patrol Supervisor
Director of Admissions/Records/ Registration	Program Coordinator (Grant & Contract Programs)
Director of Industry Business Institute	Programmer Analyst
Director of Recruitment	Project Director (Grant & Contract Programs)
Director of Student Activities/Athletics	Purchasing Specialist
Director/Academic Learning Centers	Recruiter
Director/Academic Testing	Recruitment/Retention Counselor
Educational Support Specialist	Research Assistant
Educational Support Coordinator	Research Associate
Enrollment Specialist	Senior Programmer Analyst
Evening Facilities Supervisor	Server/PC Specialist
	Student Development Specialist
	Supervisor, Literacy Program

Technology Services Manager
Testing Program Specialist

employed by the Employer at its various sites, but excluding all office, clerical employees, guards and supervisors as defined in the Act, part-time employees who work less than twenty (20) hours a week, and all other employees. Future inclusions and exclusions may be determined by the parties.

- B. New grant or contract funded positions intended to have a duration of at least twelve (12) months may be included in the bargaining unit upon renewal.

ARTICLE III

GRANTS & CONTRACT EMPLOYEES

- A. It is recognized that the wages, hours, duration and other conditions of employment of employees who occupy such positions, shall be subject to such qualifications, limitations, prescriptions or restrictions as shall be set forth in the grant or contract which funds the position and to applicable rules or regulations. The College will, however, make all reasonable efforts to insure that such grants and contracts provide for wages, hours, and other conditions of employment consistent with the provisions contained in this Agreement.
- B. The Association shall be promptly notified of any new or modified contracts or grants which do not permit compliance with all provisions of this agreement and the College shall meet with the Association to explore possible solutions in an effort to minimize the adverse impact upon affected employees.
- C. Upon the request of an Association representative, the College shall make available all such contracts and grants and all applicable rules and regulations.

ARTICLE IV

REPRESENTATION FEE IN LIEU OF DUES

- A. All employees of the College covered by this Agreement, who are not members of the Association, shall be required to pay a representation fee in lieu of the regular dues, fees and assessments of members less the cost of benefits financed through dues, fees and assessments available to or benefiting only its members. The established representation fee shall be deducted during the months of January through June and shall be remitted to the State Association (NJEA) who will forward local monies to the Secretary/Treasurer of the local Association.
- B. The Association represents to the College that it has established a demand and return system and that it is in compliance with the requirements set forth in Sections 2 and 3 of Chapter 477, Laws of 1979.
- C. The Association agrees to indemnify the College and save it harmless from any and all demands, suits and other forms of liability that may arise out of, or by

reason of, any action taken by the College for the purpose of compliance with any provision of this Article.

ARTICLE V

DEDUCTION OF DUES

- A. Upon notification of date of hire by the College, the Association will notify the payroll office to commence dues deduction at the next payroll period. The Association shall certify to the college, in writing, the amount of dues to be deducted. The College shall mail to the State Association (NJEA) the total amount deducted and a list of names of the employees from whose pay deductions were made. The State Association will then forward local dues to the Secretary Treasurer of the local Association.
- B. The Association agrees to indemnify the College and save it harmless from any and all demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the College for the purpose of compliance with any provision of this Article.

ARTICLE VI

ASSOCIATION RIGHTS, PRIVILEGES AND OBLIGATIONS

- A. Authorized representatives of the Association shall be permitted to transact official Association business relating to the employees represented by it on College property during regular working hours and at reasonable times, provided that there is no interference with or interruption of normal College operations or the duties and responsibilities of employees. Such representatives shall inform the designated College official of such visit.
- B. Upon written request and with reasonable notice, the College will make available to the Association, an appropriate room for Association meetings and other official Association business. Such meeting shall be at reasonable hours and shall not interfere with or interrupt normal College operations or the duties and responsibilities of employees. The Association agrees to follow the policies of the Board pertaining the use of buildings.
- C. The College shall permit the Association to use certain College facilities for purposes of official Association business relating the College employees represented by it, including duplicating equipment, calculating machines and audio-visual equipment at reasonable times and with prior reasonable written notice when such equipment is not otherwise in use and is available. The Association shall reimburse the College for all reasonable costs in connection with such use.
- D. The Association may post official Association bulletins and notices relevant to the employees it represents on a designated bulletin board. Notices containing statements derogatory to individuals or the College shall not be permitted.

ARTICLE VII

INFORMATION

The College shall provide the Association with notice of all persons employed in the bargaining unit after the effective date of this Agreement within thirty (30) days of the date of employment and notice of all changes in employees' status within thirty (30) days after the date of such change.

ARTICLE VIII

MANAGEMENT PREROGATIVES

- A. Except as limited by this Agreement, the College reserves the right to manage and control College premises, properties, facilities and operations and to determine the location thereof; to hire, assign, transfer and promote employees; to maintain discipline and efficiency of employees; to lay off employees because of lack of work or for other legitimate reason; to determine the operations of work to be performed and the equipment and facilities to be used; and to introduce, discontinue, or change equipment or methods. All the rights, power or authority that the College had prior to the signing of this Agreement are retained by the College, except those abridged, delegated or modified by this Agreement or any supplementary agreements that may hereafter be made.
- B. The College has no present intention to subcontract work that is presently being done on the premises by employees covered by this Agreement. In the event the College decides to subcontract work performed by such employees, which would result in their displacement, the College agrees to give the Association a ninety-day (90) notice of such intent. During the ninety-day (90) notice period, the College agrees not to displace the employee or employees involved because of such subcontracting and to meet with the Association for the purpose of assessing the impact of the subcontracting on employee displacement to the extent that all avenues will be explored in order to attempt to hold to a minimum any adverse effect on employees involved. The College and the Association recognize that there may be situations where the College may not be able to give the full 90 days notice of intent to subcontract. In such situations, the College shall give as much notice as is practicable and shall provide displaced employees with notice and/or an alternative work assignment for a period of not less than ninety (90) days.
- C. Any notice of displacement hereunder shall run concurrently with notice required pursuant to Article XIV, A.

ARTICLE IX

PROBATIONARY PERIOD

During the first one hundred-eighty (180) calendar days of employment in the bargaining unit, an employee shall be on a probationary working basis and may be discharged at the will of the College. No extension of this period may be granted without the written consent of the Association.

ARTICLE X

NON-DISCRIMINATION

The College and the Association agree that hiring, promotion, disciplinary practices, including termination of employment, and all other items and conditions of employment will be maintained and conducted in a manner that does not discriminate on the basis of Association activity, age, race, sex, creed, physical handicap, sexual orientation, pregnancy, childbirth or other related conditions, national origin or political ideology in violation of applicable law.

ARTICLE XI

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

An employee covered by this Agreement is an individual, a member of a profession, and a member of an educational community. When he/she speaks, acts or writes as an individual or a professional, he/she should be free from institutional censorship or discipline. As a member of an educational community, he/she should remember that the public may judge his/her profession and his/her institution by his/her acts and utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a College spokesman.

ARTICLE XII

WORKING HOURS

- A. The normal work day for full-time employees covered by this Agreement shall consist of seven (7) work hours and an unpaid one (1) hour lunch period scheduled about the middle of the day.
- B. The normal work week shall consist of five (5) consecutive work days, exclusive of Sunday, for a thirty-five (35) hour work week.
- C. Employees in the same department may be scheduled for staggered lunch periods in order to insure coverage for the department.
- D. The normal work week and work day for part-time employees shall be as scheduled. Part-time employees shall be given as much notice of scheduled changes as reasonably possible.
- E. It is recognized that there are circumstances when the normal hours and days of work must be varied, extended or altered. Employees are expected to perform their assigned duties, when required, outside of their normal work schedule. The College will allow an equal amount of compensatory time off for hours an employee is

required to work one or more hours in excess of his/her work day according to the following schedule:

1 – 5 hours worked in excess of work week, compensatory time will be at the rate of hour for hour worked; 6 or more hours worked in excess of work week, compensatory time will be at the rate of one and one-half (1.5) hours for each hour worked.

Employees who earn compensatory time during any calendar month shall submit a time sheet of time earned to their immediate supervisor, indicating when that time will be utilized. Employees must make an effort to use compensatory time during the succeeding month. Employees who fail to schedule such compensatory time before the end of the succeeding quarter shall forfeit it. Supervisors shall, in consideration of operational requirements, grant employee requests to schedule such time off. Where the supervisor denies the employee's request and the supervisor and the employee are unable to agree upon an alternate schedule, the supervisor shall so advise the Contract Administrator, who shall make the necessary arrangements to pay the employee for such earned compensatory time.

- F. No employee shall be required to work on a Sunday, unless he/she has received at least ten (10) days notice, where possible, of such requirement. Normally, no employee shall be required to work more than two (2) consecutive Sundays. When possible, such assignments shall be rotated among qualified employees. An employee required to work on Sunday shall receive compensatory time at the rate of one and one-half (1.5) hours for every hour worked.
- G. Any employee who is required to work three hours (3) or more beyond the end of his/her scheduled work day, shall receive a meal allowance of \$10.00. An employee who leaves the campus at the end of the employee's workday and returns to complete his/her assignment, will not qualify for reimbursement unless the returning employee works for three or more hours. During registration, to the extent practicable, supervisors shall schedule employees to work a minimum of three (3) hours beyond the end of the employee's normal work day.
- H. Should the College alter the normal work days and the normal work week during the summer, the College shall give to the Association thirty (30) days notice, which shall specify the following:
 - 1. The date when such altered summer schedule shall commence and end.
 - 2. That during such period:
 - a. The normal work day for full-time employees covered by this agreement shall consist of eight (8) hours and forty-five (45) minutes and an unpaid one-half (1/2) hour lunch hour period scheduled about the middle of the day and;
 - b. The normal work week shall consist of four (4) consecutive work days, exclusive of Sunday for a thirty-five (35) hour work week.

ARTICLE XIII

SENIORITY

- A. 1. For purposes of this Agreement, seniority is defined as the length of full-time continuous service of an employee with the College. Upon expiration of a new employee's probationary period, such employee's seniority shall commence with the date of his or her most recent hire.
- A. 2. A part-time bargaining unit employee who is appointed to a full-time permanent position in the bargaining unit, shall be credited, for purposes of this Article, with six months seniority for any year he or she worked one thousand hours or more.
- B. Employees returning to the bargaining unit after transfer out will retain full service credited with the College. A bargaining unit member who accepts a position within the College which is not covered by the Agreement shall retain the number of years seniority he/she had earned while a bargaining unit member if he/she should return to the bargaining unit at some future date. For promotions, transfers and layoff purposes, bargaining unit seniority for such employees will be the last date of return to the bargaining unit. This same procedure will apply to employees entering the bargaining unit from non bargaining unit positions.
- C. When a vacancy occurs in a position in the bargaining unit, which the Board determines to fill, or when the Board decides to establish a new bargaining unit position, notice thereof shall be posted on the bulletin board for a period of five (5) working days.
- D. An employee who wishes to be considered for such job vacancy shall make written application to the Human Resources Department. The vacancy must be in a job classification which is equal to or higher than the employee's current classification. No employee shall be allowed to down bid, except with the written consent of the College and the Association.
- E. Job vacancies within the bargaining unit shall be filled with the best candidate available. Appointments, transfers and promotions shall be based upon ability, experience and professional growth and progress. Every effort will be made to fill bargaining unit vacancies with qualified individuals from within the Unit. Where two or more applicants have relatively equal qualifications, seniority will govern.

ARTICLE XIV

LAYOFF AND RECALL

- A. In the event of the layoff of a full-time employee covered by this Agreement, the employee and the association shall receive as much notice as possible, but not less than 60 days or the employee shall receive pay in lieu of such notice.
- B. A full-time employee who is laid off shall have the right to displace an employee with less seniority within the same or lower job grade for which they hold seniority, provided that the laid-off employee is relatively equally qualified to perform the work of the displaced employee. In any event, no employee shall experience any layoff if they hold greater seniority and are relatively equally qualified to perform the work of

- a less senior employee. The College shall make the initial determination regarding the relative qualifications of the employee. Such determinations shall be made prior to any employee(s) experiencing the layoff. Any decision made shall be subject to the grievance and arbitration provision of this agreement. In the event that a laid off employee elects to bump into a lower classification, the employee shall receive a six percent (6%) decrease of his/her rate of pay or he/she shall receive the maximum pay for the lower grade range, whichever is less.
- C. Such employee shall be recalled by the College to the job title from which he/she was laid off in the order of seniority, provided he/she is qualified to perform the duties of the position. Employees on layoff shall be placed on a recall list for a period of two (2) years. Employees who are on layoff status shall be mailed notices of other job openings within the unit and shall have the opportunity to bid for the same pursuant to the provisions of Article XIII of this Agreement. Employees are responsible to notify the College of a change of address.
 - D. When it is necessary for the College to assign employees from a twelve-month contract to a nine or ten-month contract, such assignment shall be determined by reverse order of seniority within the same job title.
 - E. No notice of layoff shall be given during an employee's vacation period.
 - F. An employee covered by this Agreement shall submit to the College a thirty (30) day notice of his or her resignation.
 - G. In the event of layoff of a part-time employee covered by this Agreement, the employee and the Union shall receive a thirty (30) day notice of same or the employee shall receive pay in lieu of such notice.
 - H. All employees in grant or contract funded positions hired on or after October 1, 1998 will be limited to displacing only employees in other grant or contract positions. Employees hired before October 1, 1998 will retain present displacement rights. New employees filling positions vacated by employees hired before October 1, 1998 will be limited to bumping into Article II grant and contract positions only.

ARTICLE XV

PERSONNEL FILES

- A. The College may maintain a pre-employment file, which shall contain materials received by the College from persons other than the applicant in connection with the employee's application for employment. Access to and utilization of the pre-employment file shall be exclusive to the College Administration and shall not be available to the employee or others.
- B. 1. The College may maintain a central personnel file containing all official records and documents pertaining to each bargaining unit employee. Such central personnel files will be maintained under the control and supervision of the Human Resources Office. Any College records or documents, which may be used in any performance evaluation and/or discipline or as evidence in connection with an arbitration proceeding for inclusion in the employee's personnel file shall be submitted to the employee for his/her initials before the material is placed in the personnel file. If the employee refuses to initial a document for recognition, the Association will initial the document for inclusion in the employee's personnel file.

- B. 2. An employee while employed shall be given reasonable opportunity to review the contents of his/her personnel file during regular working hours in the presence of one who normally has custody of the file. Any employee wishing to review his/her personnel folder should make such request in writing. The Human Resources Office will contact the bargaining unit member to schedule a mutually convenient time, within five (5) working days of receiving the request. The College shall honor reasonable requests for copies of documents contained in an employee's personnel file.
- B. 3. An employee may submit for inclusion in his/her file, such material as he/she deems worthwhile, including employee's comment to supervisory evaluations. Comments to evaluations must be received within ten (10) working days of signing his/her performance evaluation. Except in the event where a conference(s) is held, then such comments must be received within ten (10) working days of the conference(s).
- B. 4. The employee shall be apprised of any derogatory material placed in his/her file, and shall be invited to reply to same.
- B. 5. The College will deny access to employee's personnel files to individuals other than authorized management and/or Association representatives except with written authorization of the employee or by order of the court.
- B. 6. Nothing contained in this Article shall limit the College in the maintenance and retention of other records dealing with routine matters including, but not limited to payroll and benefits.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

- A. The College retains the right to discipline or discharge employees for just cause including but not limited to theft, illicit use of drugs or alcohol on the job. Progressive discipline will be used for all matters of discipline.
- B. An employee will not be terminated for incompetence unless the employee and the steward have received prior written notice. Discharge for incompetence may not be imposed sooner than ninety (90) days after such notice.
- C. A discharge grievance may be filed immediately with the Labor Contract Administrator. Concurrently therewith, the Association may submit the matter to the Public Employment Relations Commission for the selection of an arbitrator. The discharged employee and the Association Representative shall promptly receive written notification of the nature of the offense for which the employee was discharged.

ARTICLE XVII

SALARIES

- A. Those employees on the College payroll as of June 30, 2002 shall have their base salaries increased by \$1,775 effective July 1, 2002. Any employee on the payroll as of June 30, 2002 whose salary exceeds the maximum for his/her range shall receive a

- salary increase effective Jan. 1, 2003 instead of July 1, 2002. This increase will be equal to the January 2003 NY-NJ CPI rate of 3.3%
- B. Those employees on the College payroll as of June 30, 2003 shall have their base salaries increased by \$1,825 except as limited below.
 - C. Those employees on the College payroll as of June 30, 2004 shall have their base salaries increased by \$1,875 except as limited below.
 - D. In this contract the maximums in any range shall not limit any employee's wage for the indicated annual increases, except that any employee whose salary exceeds the maximum for his/her range shall receive an increase equivalent to the July New York – Northeastern N.J. CPI as published by the Middle Atlantic Regional Office of the US Department of Labor's Bureau of Labor Statistics. Any employee whose salary exceeds the maximum for his/her range after the application of an increase provided in paragraphs A, B, or C above shall be limited to an increase in the amount of the difference between his/her salary and the maximum or the CPI rate provided in Paragraph D, whichever is larger.
 - E. In this Agreement the salary minimums and maximums shall increase by the following amounts each year: Year 1, 2002/2003 = \$900; Year 2, 2003-2004 = \$925; Year 3, 2004-2005 = \$950.00
 - F. Salaries of bargaining unit members that reach the level of \$80,000 shall be capped. The salary cap will end upon the expiration of the Agreement.
 - G. In any event, new employees shall not be eligible for any negotiated general salary increment unless they have been on the College payroll for six months.

SCHEDULE A

SCHEDULE OF SALARIES FOR FULL-TIME PROFESSIONAL EMPLOYEES

Grade B	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-03		26,837	48,709	22,447	40,528	20,127	36,474
2003-04		27,762	49,634	23,218	41,299	20,821	37,168
2004-05		28,712	50,584	24,010	42,091	21,534	37,881

- Audio Visual Technician/Coordinator
- Educational Support Specialist
- Evening Facilities Supervisor
- Fitness Center Coordinator
- Head Tutor
- Information Systems Coordinator
- Lab Coordinator
- Patrol Supervisor
- Recruiter
- Research Assistant

Grade C	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-2003		29,683	53,913	24,737	44,929	22,262	40,433
2003-04		30,608	54,838	25,508	45,700	22,956	41,127
2004-05		31,558	55,788	26,300	46,492	23,669	41,840

Assessment Counselor
 Contract Administration Spec
 Coordinator, Joint Programs/UCC/UMDNJ
 Educational Support Coordinator
 Financial Aid Counselor
 Financial Aid Counselor/Systems Analyst
 Information Systems Coordinator
 Job Developer/Recruiter
 Media Coordinator
 Network Specialist
 Programmer Analyst
 Purchasing Specialist
 Research Associate
 Server/PC Specialist
 Testing Program Specialist

Grade D	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-03		32,843	59,803	27,372	49,836	24,633	41,927
2003-04		33,768	60,728	28,143	50,607	25,327	42,621
2004-05		34,718	61,678	28,935	51,399	26,040	43,334

Asst. Dir/Financial Aid
 Asst. Dir/Recruiter
 Computer Instructor
 Coordinator (Grant & Contract Programs)
 Coordinator, Services for Students w/ Disabilities
 Coordinator Help Desk Svcs.Instu
 Coun/Coor of Tuto & Suppl Inst
 Counseling Supervisor
 Counselor
 Counselor/Recruiter, EOF
 Enrollment Specialist
 Instructor/CEWD
 Instructor/Coordinator CEWD
 On-Line Course Dev. Spec.
 Program Coordinator
 Student Development Specialist

Grade E	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-03		36,325	65,273	30,271	55,449	27,242	49,918
2003-04		37,250	66,198	31,042	56,220	27,936	50,612
2004-05		38,200	67,148	31,834	57,012	28,649	51,325

Associate Director/Public Safety
Asst Director/Library
Asst. Director, Media Center
Client Server/Applications Mgr
Coordinator (Grant & Contract Programs)
Coor. Student Accounts
Dir, Academic Learning Ctrs.
Dir, Academic Testing
Director of Recruitment
Director, Student Activities/Athle
Manager, Printing Services
Mgr, Non Credit Computer Cert.
Network Manager
Operations Manager
Project Director (Grant & Contract Programs)
Project Learn Coordinator
Supervisor, Literacy Program
Technology Svc. Manager

Grade F	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-03		40,119	74,414	33,434	62,011	30,089	55,810
2003-04		41,044	75,339	34,205	62,782	30,783	56,504
2004-05		41,994	76,289	34,997	63,574	31,496	57,217

Coor. Jersey Garden Mall
Dir, Industry Business Institute

Grade G	Titles	12 months		10 months		9 months	
		Min.	Max.	Min.	Max.	Min.	Max.
2002-03		44,389	80,000	36,993	69,784	33,294	62,807
2003-04		45,314	80,000	37,764	70,555	33,988	63,501
2004-05		46,264	80,000	38,556	71,347	34,701	64,214

Assistant Dir. Aux. Services/Purchasing
Coord. Projects/Operations
Coord. Operations
Coord. Student Ser Elizabeth
Coord. Student Ser Plainfield
Director of Adm/Records/Registrar

Part-time professional employees will be compensated at hourly rates computed as 1/1820 of annual salaries for 12-month positions in their respective grades.

ARTICLE XVIII

SALARY RANGE AND GRADE CLASSIFICATION

- A. Salary ranges and grade classifications for new or substantially changed positions covered by this Agreement shall be established by the College. A copy of the new or revised job description and its accompanying salary ranges and grade classification shall be furnished to the Association representative.
- B. Such salary ranges, grade classifications and descriptions shall be subject to review by the Association. If the Association wishes to contest the new salary range and grade classification, it shall notify the College in writing, within fifteen (15) working days following the written notification of the College's establishment of the salary range and grade classification, otherwise, the salary range and grade will become permanent.
- C. If notice is received, the Association representative and College representative shall, within three (3) working days following receipt of the Association's notice, arrange a meeting to consider the matter. In case no agreement can be reached, the matter shall be handled as a grievance.
- D. The reason(s) for all reclassifications and/or in-grade adjustments made by the College shall be provided in writing to the employee receiving the adjustment and to the Association. The reason(s) submitted shall not be subject to the grievance procedure.

ARTICLE XIX

INSURANCE BENEFITS

The College agrees to pay the premiums for the following insurance benefits during the term of this Agreement:

1. For eligible permanent employees covered by this Agreement and their eligible dependents:
 - a. New Jersey State Health Benefits Program, known as the Traditional Program, covering Basic and Major Medical (including the HMO option for non-traditional coverage). New employees shall be eligible for such plan coverage on the first (1st) day of the month following two (2) months of employment.
 - b. Group Dental Insurance for employees and dependents which will be the New Jersey Dental Service Plan with 60/50/50 coverage which became effective January 1, 1985 or equivalent. Any increase in the premium as established on July 1, 1998 which is \$41.93, shall be paid equally by the employee and the College on a 50-50 basis.
2. For eligible employees covered by this Agreement:

- a. Enrollment in the applicable pension program as determined and designated by State law. The bargaining unit member's contributions and the contributions of the State/College shall be in accordance with State law. In addition, the College shall continue its supplementary contribution for those full-time employees of Union College who immediately prior to the merger were bargaining unit members participating in the TIAA/CREF pension program so as to insure that those bargaining unit members shall receive a total of ten (10%) percent contributed on their behalf. This supplementary contribution shall not apply to any person who entered or reentered the bargaining unit after the date of the merger. Eligibility for pension participation shall be in accordance with appropriate State law and regulations.
- b. Group Life Insurance shall be provided to each pension plan participant in accordance with appropriate State law and regulation.

3. Professional Liability Insurance.

- a. During the term of this contract, the College will pay the premiums for insurance to protect employees covered by this Agreement and hold them harmless from losses due to the commission of a wrongful act in the performance of their duties. The amount of such insurance shall be \$5,000,000 annual aggregate, and shall provide insurance for costs of investigation and defense of legal actions and claims for proceedings and appeals there from.
- b. Mileage Reimbursement – The College will reimburse an Association bargaining unit member for the required use of the member's automobile at current college rate in effect at the time of use provided that the member receives authorization, in advance, from the appropriate College official. Submission of the request for reimbursement must be done within sixty (60) days of the date of use. In the event that the amount permitted by the Internal Revenue Service shall increase during the life of this Agreement, such increase shall become a part of this Agreement, concurrent with the date of the Internal Revenue Service announcement. There shall be no retroactive application of this increase. In the event that a higher mileage reimbursement is paid to any other group of employees of the College, such rate of reimbursement shall become and remain the rate of reimbursement for employees covered by this Agreement.
- c. Eligible employees agree to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carriers or carriers affording the aforesaid benefits.
- d. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums for the insurance coverage heretofore set forth, and that any and all claims for benefits, eligibility requirements and other conditions shall be as set forth in the policy or policies of insurance carrier or carriers affording the aforesaid benefits. The terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

- e. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Covered employees shall not suffer any loss in benefits as a result of a change.
- f. Employees on layoff status shall not be entitled to the benefits enumerated in this Article. Subject to the terms and conditions of the policies referred to above, an employee on layoff status may, at his or her option, continue any or all of the benefits enumerated in this Article at his or her own expense.
- g. The College will reimburse unit bargaining unit members the difference between the cost of a complete annual physical examination and/or dental services by a physician and/or dentist of the member's choice and reimbursement for the same from the New Jersey State Health Plan and/or the College Dental Plan. Reimbursement shall not exceed \$275.00.

ARTICLE XX

HOLIDAYS

- A. All unit members in the employ of the College during the week of each recognized holiday are to receive the following holidays without deduction in pay:

New Year's Day
 Martin Luther King
 Washington's Birthday
 Good Friday
 Memorial Day

Independence Day
 Labor Day
 Thanksgiving Day
 Friday following Thanksgiving Day
 Christmas Day

- B. Whenever said holidays are celebrated, employees shall be considered as having worked that day. Any holiday which falls on Saturday shall usually be observed on the preceding Friday, but in no event later than the succeeding Monday. Any holiday, which fall on Sunday shall be observed on the following Monday. Holidays which are observed during an employee's scheduled vacation shall extend that vacation by a period equal to the holiday(s).
- C. In addition, such employees are to receive three (3) holidays to be designated by the College, without deduction in pay.
- D. Full-time employees on other than 12-month assignments shall be eligible for those holidays which occur during their scheduled work period.
- E. No holiday pay shall be granted for any period for which a leave of absence has been granted, such as sick leave, leave of absence without pay, etc.
- F. Part-time employees shall be eligible for holiday pay provided that the holiday falls on a regularly scheduled work day.

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ARTICLE XXI

VACATIONS

- A. The vacation year (the period of time during which vacations may be taken) will begin on July 1st and end on the following June 30th.
1. For employees who were on the payroll before September 30, 1998:
 - a. After six (6) months of continuous employment during the first year of employment, employees shall be entitled to one and two-thirds (1-2/3) vacation days for each month worked on or before July 1st, retroactive to the date of hire, up to a maximum of twenty (20) days.
 - b. Employees who have completed one (1) year of continuous employment, but less than five (5) years of continuous employment on or before July 1st of each year, shall accrue one and two thirds (1-2/3) days vacation for each month worked, up to a maximum of twenty (20) days vacation, during the vacation year.
 - c. Employees who have completed five (5) years of continuous employment or more on or before July 1st of each year, shall accrue two (2) days vacation for each month worked, up to a maximum of twenty-four (24) days vacation during the vacation year.
 - B. For those employees hired on or after October 1, 1998:
 - a. After six (6) months of continuous employment during the first year of employment, employees shall be entitled to one and two-thirds (1 - 2/3) vacation days for each month worked on or before July 1st, retroactive to the date of hire, up to a maximum of twenty (20) days.
 - b. Employees who have completed at least one (1) year of continuous employment on or before July 1st of each year, shall accrue one and two-thirds (1 - 2/3) days vacation for each month worked, up to a maximum of twenty (20) days vacation, during the vacation year.
 - C. Whenever possible, vacations shall be scheduled at the employee's request, with the approval of the supervisor and subject to College operations. The College shall endeavor to accommodate employee vacation preferences; however, in the event of a vacation selection conflict involving one or more employees, preference shall be given to the most senior employee.
 - D. Upon termination, all accumulated vacation shall be paid to the employee; however, no employee shall receive accrued vacation unless the employee has given at least thirty (30) days notice, in advance, of the employee's resignation. Upon notice of resignation, the College may release the employee by paying the employee thirty days pay in addition to all accumulated vacation time.

- E. Vacations shall be taken during the year in which the vacation time is earned, except that, with the approval of the employee's supervisor, up to ten (10) days vacation may be transferred from one year to the next. The total accumulation of vacation time shall not exceed thirty (30) days.
- F. An employee who is on layoff or leave of absence shall not accrue vacation benefits for the time he/she is not at work.
- G. A full-time nine or ten-month employee covered by this Agreement shall accumulate vacation time at the rate specified in Section B above. Such vacation shall be taken during the period the employee is scheduled to work.
- H. Employees may use two (2) vacation days per year on an emergency basis without approval of the supervisor or subject to College operations.

ARTICLE XXII

TUITION REIMBURSEMENT

- A. The College agrees to provide tuition reimbursement for full-time employees covered by this Agreement for courses, which will enhance the contributions of the individual to the College.
- B. A full-time employee shall become eligible for tuition reimbursement for graduate level courses at an accredited institution after one year of bargaining unit membership, provided that the courses pursued give promise of enhancing the employee's contribution to the College. Undergraduate courses leading to a baccalaureate degree shall be paid for, provided that the employee possesses an associates degree, or its equivalent (60 credit hours) and successfully completes the course. Undergraduate degree work must also be at an accredited institution.
- C. The employee must obtain an "Application for Tuition Reimbursement" from the Personnel Officer, complete the same, and have the supervisor and Vice President/Dean of his/her division sign his/her approval. The completed and approved application must be filed with the Personnel Officer prior to the start of an academic semester.
- D. 1. Reimbursement shall be made only for courses satisfactorily completed with a "C" or better grade for undergraduate and "B" or better grade for graduate courses.
- D. 2. No reimbursement shall be made for fees, room, board, etc. No reimbursement shall be made for "Matriculation Continued", "Thesis Supervision", or the like.
- D. 3. In order to process the Application for Tuition Reimbursement, the employee must provide the Personnel Officer with a copy of the paid tuition bill and a copy of his or her transcripts showing satisfactory completion of the courses.
- D. 4. A member of the unit may not receive payments totaling more than \$4,500.00 per year.
- D. 5. Payments will be made once a year on or about July 31st for courses taken in the preceding academic year to bargaining unit member on the College payroll as of that date. Bargaining unit members on the recall list will receive payment for the preceding academic year only.
- E. Effective July 1, 1995, the College shall reimburse bargaining unit members seeking to transfer their credits to Thomas Edison College for the cost of Thomas Edison College's transcript evaluation fee. The reimbursement shall be on a one time only

basis for each bargaining unit member and shall not exceed a six hundred (\$600) dollar maximum payment for each bargaining unit member.

ARTICLE XXIII

TUITION REMISSION

- A. The College agrees to accord to full-time members of the unit and their dependents free tuition in any course of study at the College, provided space is available and they meet the normal College requirements for admission to credit courses. This benefit covers tuition cost, general fees, and course fees only. Any additional charges such as books, etc., shall be paid by the student.
- B. A bargaining unit member may enroll in credit courses during the employee's lunch hour, provided that the employee receives permission in writing, from his/her immediate supervisor.
- C. Employees and/or dependents must obtain a "Tuition Remission Form" from the Human Resources Department. Proof of dependency status is required. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules and regulations.

ARTICLE XXIV

LEAVES

A. BEREAVEMENT LEAVE

- 1. In the event of the death of a full-time employee's legal spouse, mother, father, step-mother, stepfather, child or step-child, the employee shall receive pay for the five (5) consecutive work days, those days when an employee is not scheduled to work, shall not be counted.
- 2. In the event of the death of a full-time employee's grandchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law or grandparent, the employee shall receive pay for up to three (3) consecutive days, those days when an employee is not scheduled to work, shall not be counted.
- 3. In the event of the death of a full-time employee's brother-in-law, sister-in-law, the employee shall be entitled to receive pay for up to one (1) day following the death. When computing the one (1) day, those days when an employee is not scheduled to work, shall not be counted.
- 4. Bereavement pay shall be paid at the employee's regular straight time hourly rate of pay for a period, not to exceed seven (7) hours per day. Bereavement leave shall not be paid for any period of time, during which the employee would not have been scheduled to work, such as vacations, holidays, sick days, or other paid leave.
- 5. Part-time employees working twenty (20) hours or more, shall receive bereavement pay on a prorated basis.

B. JURY DUTY

1. Upon receipt by a full-time member of the unit of an involuntary subpoena related to College business or a summons for jury service, a copy shall be presented to the employee's immediate supervisor. The College will grant such employee time off, and will pay the employee the difference between jury duty pay and the employee's regular pay for each work day spent for such purposes. If the member is dismissed from jury service early in the work day, they will attempt to return to the College for work.
2. The employee must present satisfactory proof to the College of such service and the amount paid to him or her for such service.

C. LEAVES OF ABSENCE DUE TO ILLNESS, INJURY AND PREGNANCY

1. A doctor's certification shall be provided for any absence due to illness, injury in excess of four (4) consecutive working days. An employee must notify the College as soon as is practicable of his/her illness or injury and the projected period of absence.
2. After twelve (12) months of employment, an employee shall be granted a leave with pay, less disability insurance and/or workmen's compensation payments with no loss of other benefits for absences due to illness, injury or pregnancy for a period of up to six (6) months. Except as otherwise provided herein, no benefits shall be payable for more than a total of six (6) months during any twelve (12) month period for the same reason, unless the periods of disability are separated by at least one (1) calendar month of active duty service.
3. For periods longer than six (6) months, the monthly income benefit shall be in accordance with the Long Term Disability Plan of the applicable pension plan.
4. Employees may apply for Family Leave in accordance with applicable federal and state law after an employee uses all accrued vacation.

D. SICK LEAVE

1. Effective July 1 of each fiscal year all bargaining unit members shall receive twelve (12) sick days. Those hired after June 30, 2003 shall receive no more than a maximum of ten (10) sick days per year. Individuals hired during the fiscal year shall be credited with one (1) sick day per month for each full month of employment during that fiscal year. Unused sick days will accumulate to be used for additional sick leave as needed in subsequent years to a maximum of 180 days. Bargaining unit members on the College payroll as of June 30, 1995 shall be credited with an additional one and one-half (1.5) sick days per year of service up to a maximum of twelve (12) days.

E. LEAVES OF ABSENCE WITHOUT PAY

After the completion of one (1) year of bargaining unit membership with the College, an employee covered by this Agreement may be granted a leave of absence without pay or other benefits for up to one (1) year for personal or professional reasons with the approval of the appropriate divisional vice president, or dean. The employee must submit a request in writing to his/her immediate supervisor setting forth the purpose of the leave. Health and welfare

benefits may be continued at the employee's expense where the terms of the applicable policy of insurance permit. Requests for such professional leaves must be submitted in writing with as much notice as is practicable. If any employee on such leave decides not to return to the College, he/she shall inform the appropriate divisional Vice President or Dean of the decision at least three (3) months prior to the expected date of return.

F. MILITARY RESERVE TRAINING LEAVE

1. Time off without loss of pay will be granted to full-time employees covered by this Agreement who lose time from their regular work schedule in order for them to fulfill their military service reserve training obligations.
2. Upon receipt of orders for such military reserve training, the employee shall provide his or her immediate supervisor and the Human Resources Office with a copy.
3. Upon presentation of the military pay voucher(s) to the Human Resources Office, the individual shall receive the difference between his/her regular salary and the military service salary, for each working day spent in military service, but for a maximum of ten (10) working days.

G. PROFESSIONAL ADVANCEMENT LEAVE

1. After the completion of six (6) consecutive calendar years of full-time employment with the College, an employee covered by this Agreement is eligible for a professional advancement leave with full pay for sixteen (16) consecutive weeks or with one-half pay for thirty-two (32) consecutive weeks for study and research, which will enhance the contribution of the employee to the College. The employee must submit a request in writing to his or her immediate supervisor at least ninety (90) days prior to the proposed starting date of such leave, outlining the purposes of the leave and how he or she intends to utilize it. The supervisor will forward his or her recommendation to the President of the College for consideration. The granting of professional advancement leaves shall be at the discretion of the College. If the leave is granted, the employee must submit a report upon completion of the leave indicating how the leave was used.
2. An employee granted such a leave agrees to remain in the employment of the College at least one year subsequent to its completion or to return the salary paid during the leave.
3. The employee granted such leave will be covered by the medical and pension benefits provided by the College; however, such professional advancement leave with pay shall not be available if the applicant receives remuneration from any other source for services performed during the period of such leave.

H. ASSOCIATION BUSINESS

1. Time off without pay may be granted to Association representatives to attend official Association conventions, conferences, or regional meetings. Leaves of absence without pay for Association officers and/or stewards may be

granted for official Association business during which time the employee will retain seniority. Approval of requests for such leaves will be based upon the operational needs of the department, but such approval will not be unreasonably withheld.

2. The Association shall request such leaves in writing from the appropriate Vice President or Dean, and shall designate the applicable employee at least three (3) weeks in advance. Such leaves shall not exceed and aggregate total of five (5) working days per year.

ARTICLE XXV

PART-TIME EMPLOYEES

- A. Permanent part-time employees covered by this Agreement, who work more than twenty (20) hours per week shall be eligible for the following benefits, subject to the terms and conditions set forth in the applicable Articles affording such benefits:
 1. Jury Duty and Bereavement Pay for time lost from their regular work schedule.
 2. Holidays which occur on any day such employee is regularly scheduled for work.
 3. Vacations on a pro-rated basis.
 4. Professional liability insurance.
- B. Insurance benefits for permanent part-time employees covered by this Agreement are subject to the terms, conditions and eligibility requirements of the applicable policy of insurance, and subject to Article XIX - (INSURANCE) of this Agreement. Such benefits shall be available only to permanent part-time employees whose primary place of employment is at Union County College.

ARTICLE XXVI

GRIEVANCE AND ARBITRATION PROCEDURE

- A. The College and the Association recognize that in any employee group relations, problems or misunderstandings may arise. It is to the mutual interest of both parties that such problems be resolved quickly and fairly before formalizing the matter as a grievance. Where such problems arise, the employee concerned shall immediately contact his/her supervisor to discuss the matter. At his/her request, the Association representative may be present.
- B. If the problem is not satisfactorily resolved, the matter shall be submitted as a formal grievance. The basis and justification for such grievance shall be reduced to writing, signed by the Association and/or the employee and submitted to the employee's supervisor within fifteen (15) working days of its occurrence. Grievances not timely submitted shall be void.
- C. The employee's supervisor shall submit to the Association representative a written answer to the grievance within ten (10) working days after receipt of the grievance.

- D. 1. If the grievance is not resolved by the supervisor's answer, it may be appealed in writing to the appropriate Labor Contract Administrator within ten (10) working days after receipt of the supervisor's written answer. The appropriate Labor Contract Administrator or his/her designee, shall meet with the grievant or grievants together with the Association representative within ten (10) working days from the date the grievance was appealed. At this meeting, either party may request the presence of other individuals who may have been involved in order to get a full determination of the facts.
2. If the matter is resolved, such resolution shall be reduced to writing and signed by the parties. If the matter is not resolved, the College will set forth its position in writing, state therein the reasons for such position, and submit its answer to the steward within ten (10) working days from the conclusion of the meeting
- E. 1. If the grievance is not resolved as a result of the preceding procedure the matter may be noticed for arbitration by the College or the Association within twenty (20) working days after the preceding step. Such requests for arbitration shall be submitted to the Public Employment Relations Commission.
- F. The following grievances shall not be arbitrable.
 - 1. Grievances involving the written policies of the Board of Trustees, including management prerogatives, which are not contrary to the provisions of this Agreement.
 - 2. The salary structure.
 - 3. Professional advancement leave.
 - 4. The availability of space as the term is used in the Tuition Remission Article of this Agreement.
 - 5. Grievances which do not involve the application, interpretation or alleged breach of the terms of this Agreement.
- G. 1. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission and the arbitration shall be conducted in accordance with the rules of the Commission, except for disputes concerning Scope of Negotiations, whether or not a matter is arbitrable shall be decided by the arbitrator. The arbitrator's decision shall be rendered within thirty (30) days and may be subject to judicial review.
2. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.
3. The decision of the arbitrator shall be rendered within thirty (30) days and shall be final and binding.
4. The fees and expenses of the arbitrator shall be shared equally by the parties. All other fees and costs shall be borne by the party incurring the same.
5. Any of the above time limits may be extended by mutual consent, in writing, for good cause. In the event of failure by the College to proceed within any of the time limits specified above, the grievance shall be deemed settled in favor of the grievant. In the event of failure by the Association to proceed within any of the time limits specified above, the grievance shall be deemed waived by the Association and the grievant.
- H. The purpose of this procedure is to provide the sole and exclusive method for the prompt resolution of grievances.

ARTICLE XXVII

NO STRIKE OR LOCKOUT

- A. **Strikes** It is agreed that the Association, its officers and representatives shall not authorize, condone or encourage a strike, slowdown, picketing or any other interference with or interruption of the College's operation for any reason during the term of this Agreement.
- B. **Lockout** The College agrees that there will be no lockout of employees during the term of this Agreement.
- C. **Remedy** In the event that there should be a strike, slowdown, picketing, or interruption of or interference with the College's operation as heretofore prohibited during the term of this Agreement, the Association and its agents and representatives agree to cooperate with the College to remedy such situation by giving immediate notice to the College and the employees to return to work. The College shall have the right to take such disciplinary or other action as it determines necessary against any employee for conduct proscribed by this Article, and shall have the right to obtain injunctive relief to restrain the violation.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction and such provision shall be inoperative, then, all other provisions shall not be affected thereby and shall continue in full force and effect.
- B. Within thirty (30) days of any clause being declared invalid, the parties shall begin negotiations for a replacement clause. In the event that no agreement is reached, then the matter shall be submitted to P.E.R.C. for resolution under its impasse procedures, i.e. mediation and fact finding.

ARTICLE XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 2002, and shall remain in full force and effect to and including June 30, 2005. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives at least sixty (60) days notice, prior to June 30, 2005, in writing, of its 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

UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION

UNION COUNTY COLLEGE

