

**AGREEMENT
Between**

**THE BOARD OF TRUSTEES OF
UNION COUNTY COLLEGE**

And

**UNION COUNTY COLLEGE
PHYSICAL PLANT ASSOCIATION**

July 1, 2002 to June 30, 2005

PHYSICAL PLANT ASSOCIATION

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ARTICLE I

INTRODUCTION

THIS AGREEMENT entered into this, 11th day of February 2003, by and between UNION COUNTY COLLEGE, hereinafter called the "College" and UNION COUNTY COLLEGE PHYSICAL PLANT ASSOCIATION/NJEA, 1033 SPRINGFIELD AVENUE, CRANFORD, NEW JERSEY, hereinafter called the "Association," represents the complete and final understanding of all bargainable issues between the College and the Association.

ARTICLE II
RECOGNITION

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

Section 2. The unit covered by this Agreement consists of all full-time and regular part-time custodians and maintenance employees working more than nineteen (19) hours per week, employed at the College's various sites, excluding all office, clerical employees, professional employees, guards, supervisors, student work study personnel, and all other employees.

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

Section 4. In the event that an existing College facility is closed due to an administrative determination, the employees assigned to that facility shall be give a notice of layoff. The College and the Association shall comply with Article X, Section 6.

Section 5. In the event a new College-operated facility is opened, bargaining unit work to be performed by College employees may be assigned to members of the Association. The job posting procedure outlined in Article X, Section 8 will be followed.

ARTICLE III

DEDUCTION OF DUES FROM PAYROLL

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

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

b. Amount of Fee

(1) Notification -- Prior to the beginning of each academic year, the Association will notify the College, in writing, of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members. The representation fee to be paid by non-members will be determined by the Association in accordance with law.

(2) Legal Maximum -- In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee may be set up to 85 percent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the

amount of the representation fee will automatically be increased to the maximum allowed, and said increase will 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 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 transmit the amount so deducted to the Association.

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

- (i) ten (10) days after receipt of the aforesaid list by the College, or
- (ii) thirty-one (31) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the College in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(3) Mechanics -- Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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

(5) New Employees -- On or about the last day of each month, beginning with the month this Agreement becomes effective, the College will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty-day (30) period. The list will include names, job titles, and dates of employment for all such employees.

(6) Terminated Employees -- Upon the termination of employment of any employee, the College will not collect any monies for unpaid dues for months subsequent to the employee's 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 or demand which it will seek to implement this Paragraph; and

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

ARTICLE IV

PROBATIONARY PERIOD

Section 1. It is expressly understood and agreed that new employees shall be on probation and shall not attain seniority status during the first ninety (90) calendar days of employment. After completion of the ninety (90) calendar days, an employee shall attain seniority status, and the employee's service date will be calculated from the date of employment. Although hired for a specific shift and/or campus, an employee may be required to work all or part of his/her probationary period on any shift for training and evaluation. Temporary employees and part-time employees working nineteen (19) hours or less per week, hired to a permanent position, shall begin their probationary period commencing with their date of hire to a permanent position.

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

Section 3. The College shall have the right to extend an employee's probation for one period of an additional thirty (30) working days, provided notice is given to the President of the Association.

ARTICLE V
MANAGEMENT RIGHTS

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

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

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

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

Section 2. The exercise of the foregoing powers, rights, authorities, duties or responsibilities, the adoption of policies, rules, regulations, and practices, and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

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

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

Section 1. The College agrees to recognize one Association Representative and an alternate per campus selected and designated in writing by the Association to act as the Grievance Chairperson of the Association. The Grievance Chairperson and/or alternate shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Association president shall also be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss and adjust grievances with the College. Neither the Grievance Chairperson, the designated alternate, nor the Association president shall leave his/her work without first obtaining the permission of his/her immediate supervisor, which permission shall not be unreasonably withheld.

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

Section 3. The Association may post official Association bulletins and notices relevant to Association business. Where a bulletin board is visible to individuals other than

Association members, the College retains the right to remove statements derogatory to the College or any individual.

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

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

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

ARTICLE VII

NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

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

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

ARTICLE VIII

HOURS OF WORK AND OVERTIME

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

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

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

Section 4. Shifts are recognized by the College and the Association to be the following: Day Shift: Employees scheduled to begin work between 5:00 a.m. and 8:00 a.m.; Afternoon/Evening Shift: Employees scheduled to begin work between 1 p.m. and 4:00 p.m.; Night-Shift: Employees scheduled to begin work between 9:00 p.m. and 12 a.m.

Section 5. When a shift change is anticipated sufficiently in advance, notice of the shift on which the vacancy will occur and the anticipated duration of the vacancy shall be posted for bargaining unit members for two (2) working days. Any employee who has the experience, skill and ability to perform the work required may request the transfer, in writing, within two (2) working days of the date of posting. The most senior employee requesting the transfer will normally be assigned to the new shift, unless his/her skill is required on his/her then current shift.

If no employee volunteers for the shift change, the least senior employee who has the skill, experience and ability to perform the work required shall be assigned to the shift or the shift will be filled by a new temporary employee.

This procedure shall not be applicable in the event of an emergency, or in the event the College does not have sufficient advance notice of the vacancy.

Employees who expect to be absent shall notify the College as soon as possible of the expected duration of the absence, so that the College may make arrangements to cover the vacant position, if it so determines.

Section 6. Employees shall receive, during the lifetime of this Agreement, a ten (10) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon, as well as a ten (10) minute wash up time prior to leaving work at the conclusion of the work day.

Section 7. All employees are required to work a reasonable amount of overtime when necessary. In the event that no employee accepts the overtime assignment, the least senior employee shall work the overtime. Overtime hours need not be consistent among campuses. The College shall maintain a separate seniority list for custodians, maintenance mechanic helpers and maintenance mechanics at each campus. In the event that an employee is unable to work overtime when it's his/her turn, the next employee on the respective seniority roster shall be offered the assignment. In the event that no bargaining unit member from the campus listing accepts the overtime, the least senior qualified member in the classification College-wide shall be required to work the assignment, provided he could do the work. The least senior member shall not be required to work more than sixteen (16) hours of overtime or two (2) occurrences in a forty (40) hour workweek. In that event the next least senior employee in the classification shall work the

overtime. An employee may also be required to continue work beyond his/her normal work hours to complete an assignment. The hours worked beyond the normal work hours will be compensated at the overtime rate. Overtime shall be posted at least three (3) working days before the overtime work is scheduled to be performed. An acceptance or rejection must be communicated to the Director of Facilities or his/her designee within one (1) working day of posting overtime. Overtime will be equitably and fairly distributed. The third day notification shall not apply in the event of an emergency or an unscheduled function for which custodial/maintenance services are required.

An employee who accepts and then is unable to work, must immediately notify the Director or his/her designee stating the reason for his/her inability to work. An employee scheduled for overtime who does not report to work and fails to notify the Director or his/her designee in a timely manner will miss three (3) scheduled overtime rotations. Part-time bargaining unit members shall not be included in the overtime rotation.

When overtime requires a particular skill, experience or ability in a trade, the College may deviate from the seniority list and assign overtime directly to the individual possessing those traits needed for the job. The determination of the type and level of skill, experience or ability needed for a particular assignment shall be solely at the discretion of the Director of Facilities, which decision shall not be grievable. The College may make this selection of skill based overtime two times during each year of this agreement and also on two additional occasions during the length of this agreement.

Section 8. -- Maintenance/Custodial Lead Person Overtime Rate. When the Maintenance/Custodial Leader performs overtime work he/she shall receive the lower rate of pay of a maintenance person, unless the Leader is functioning in leadership capacity.

Section 9. -- Call in or Call Back. When an employee is ordered to report to work by the College, the employee shall receive a minimum of three (3) hours of work that shall include completion of projects and assignments. This section shall also apply to employees who have left work and have been required to return to work in an emergency situation.

ARTICLE IX
SUMMER SCHEDULE

Section 1. In the event that the College implements a summer schedule, the work week for unit members may be changed to Mondays through Thursdays with no scheduled work on Fridays, or Tuesdays through Fridays with no work scheduled on Mondays, and the following contract clauses will be modified accordingly:

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

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

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

d. Article XVI, Vacation: A vacation week under the four (4) day work week will be counted the same as a vacation week under the normal five (5) day work week.

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

f. Association shall be notified thirty (30) days in advance of implementation of summer schedule.

ARTICLE X

SENIORITY

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

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

Section 3. -- Layoff Procedure. The Association Representative shall be called in when laying off employees, and the following procedure shall apply: (a) Probationary employee shall be laid off first; (b) part-time employees, (c) full-time custodial employees shall be laid off in reverse order of seniority within their classification; and (d) maintenance employees shall be laid off in reverse order of their seniority within their classification provided that the remaining employees have the requisite skill and ability to perform the available work.

The College shall simultaneously provide the Association and the employee(s) concerned with two (2) weeks notice prior to lay-off.

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

(3) consecutive working days without notifying employer; (d) fails to return from a layoff within five (5) working days from date of recall; and (d) layoff for a period of one (1) year.

Section 5a. -- Recall Rights. Employees shall be recalled in the reverse order of layoff provided that they have the qualifications to perform the available work. An employee shall remain on the recall list for a maximum of one (1) year.

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

Section 5c. Employees must keep the College up to date on their address and telephone numbers by completing the "Personal Status Change Notice" form available in the Human Resources Office.

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

Section 7. -- Association Representatives. The authority of the Grievance Chairperson, the alternate, and the Association president so designated by the Association shall be limited to and shall not exceed the following duties and activities.

a. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.

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

(1) Have been reduced to writing, or

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

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

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

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

Section 8. -- Job Posting Procedure. In the event of a position vacancy within the Association, such vacancy shall be posted for five (5) working days. The Director of Facilities and the Human Resources Officer shall review bids, and the most qualified applicant shall be selected. The Director shall consider the applicant's training, skill, ability, and experience in the selection process. If two (2) or more employees apply for the position and both are qualified, seniority will be the determining factor in the selection of the employee to fill the vacancy. Priority shall be given to unit members, however, the College may fill the vacancy by hiring a new employee. The

College agrees to notify the Association when a decision is made. The substantive provisions of this Section shall not be subject to arbitration.

The employee selected for promotion shall satisfy a thirty (30) day probationary period. The College shall have the right to fill the vacant position with a temporary employee without satisfying the posting procedure of the Agreement. If unsuccessful in his/her new position, the promoted employee shall have the right to his/her former position. If the promoted employee is successful, the temporary employee will remain in the position.

Section 9. -- Retirement. An employee who is continued beyond the employee's seventieth (70th) birthday shall be subject to annual review to determine whether the employee is able to perform all of the requirements of the job. The College may determine whether to retire the employee or to retain the employee subject to annual review. The College's decision shall be grievable but shall not be subject to arbitration.

Section 10. -- Leaves of Absence. Upon completion of one (1) year of continuous employment with the College, a bargaining unit member covered by this Agreement, may be granted an unpaid leave, without benefits, for up to one (1) year for personal reasons, with the approval, in advance, of the Board of Trustees. A personal reason is defined to include maternity and/or child care leave. In order to qualify for an unpaid leave, the employee must submit a request, in writing, to the employee's immediate supervisor setting forth the purpose of the leave. Health and welfare benefits may be continued at the employee's expense where the terms of the applicable policy of insurance permits such continuation. A request for a leave must be submitted at least two (2) months before the leave is to begin. A request for an extension of leave must be in writing and is subject to College approval or disapproval, which must also be in writing and shall

not be unreasonably denied. An employee shall inform the employee's immediate supervisor of the employee's decision to return from a leave at least two (2) months before the expected date of return.

Section 11. The College shall provide copies of job descriptions of the unit once a year to the Association President. If necessary, job descriptions will be reviewed annually and provided to the Association President.

ARTICLE XI

SNOW/UNSCHEDULED/EMERGENCY CLOSINGS

Section 1. Facilities' employees are designated as essential employees and, as such, are expected to work during snow, unscheduled, and emergency closings.

Section 2. -- Snow Removal.

a. It is expected that the custodial and maintenance employees report to work when school has been closed due to snow, unless contacted by the Director of Facilities or his/her designee to the contrary.

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

(2) If an employee does not report to work, the employee will lose the day's pay.

b. If an employee is required to begin snow/ice removal before the start, or remain beyond the end, of his/her regularly scheduled work hours, the employee will receive two (2) times his/her regular pay rate.

c. An employee performing snow/ice removal during his/her regularly scheduled work hours shall be paid at the regular straight time rate of pay for each hour of work.

d. In the event that the school has been closed due to snow, and an employee is required to work his/her regularly scheduled work hours, the employee shall be paid time and one-half (1-1/2) plus regular rate of pay.

Section 3. -- Unscheduled/Emergency Closings. In the event of an unscheduled and/or emergency closing, all bargaining unit members required to remain beyond the closing time, or to begin work during the period of closing, shall receive time and one-half (1-1/2).

a. Should an unscheduled and/or emergency closing affect a particular campus, the above mentioned procedure shall apply to that campus only.

b. 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 to only those shifts affected by the interruption.

ARTICLE XII

PERFORMANCE EVALUATION

Section 1. All unit members shall be evaluated at least once during each fiscal year by his/her immediate supervisor. This evaluation process shall be designed to assist employees to improve their performance and shall be based upon the employee's responsibilities and duties. The final step of the evaluation process shall be a conference with the employee to be scheduled prior to the evaluation due date. The annual evaluation shall be completed no later than July 10th of the following fiscal year. If the evaluation cannot be completed by this date, the President of the bargaining unit shall be notified. If the supervisor determines the employee's performance to be unsatisfactory, the supervisor shall describe the unsatisfactory performance on the evaluation form or by additional attachment. It shall be the responsibility of the supervisor with input from the employee to establish goals to be achieved and standards to be reached. The employee shall be monitored by the supervisor and a progress report will be issued thirty (30) days after the goals and standards have been determined. A second progress report will be prepared thirty (30) days later. The employee will be re-evaluated thirty (30) days after the second progress report at which time a decision will be rendered regarding continued employment. The employee will sign a copy of the evaluation to be retained by the College. The signing by the employee means that the employee has read the evaluation and does not mean acceptance. The employee may respond to the evaluation by attachment within ten (10) days of signing the review. 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).

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

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

ARTICLE XIII

DISCIPLINE AND DISCHARGE

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

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

action. The Human Resources Office shall receive copies of the written notice of suspension and/or discharge.

Section 3. Formal letters of discipline will be sent to the employee by certified United States mail.

Section 4. Letters of termination will be issued by the Human Resources Office. All other letters of discipline shall be issued by the supervisor after being reviewed by the Human Resources Office.

ARTICLE XIV

GRIEVANCE PROCEDURE

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

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

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

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

b. If the grievance cannot be satisfactorily adjusted within five (5) working days from the above step between the Association Officer, the Human Resources Officer and the Director of Facilities, the matter will be taken up by the designated Association Officer and the Contract Administrator of the College or its attorney.

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

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

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

f. Warning or disciplinary letters in an employee's personnel file shall remain in employee's folder for eighteen (18) months during the first year of this agreement and twenty-four (24) months during the second year of this agreement.

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

ARTICLE XV

HOLIDAYS

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

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

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

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

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

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

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

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

ARTICLE XVI

VACATIONS

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

During the first fiscal year of employment	5/6 of a day per month of service
After one (1) full fiscal year but less than two (2) full fiscal years of service	5/6 of a day per month of service
After two (2) full fiscal years of employment	1.66 days per month of service
After five (5) full fiscal years of employment	2 days per month of service

Unit members hired after July 1, 2000 shall have a vacation cap of twenty-two (22) days after five (5) full fiscal years of employment.

Unit members hired after July 1, 2001 shall have a vacation cap of twenty (20) days after five (5) full fiscal years of employment.

Section 2. Part-time employees who work more than nineteen (19) hours per week on a year-round basis will receive vacation time allowance on the same basis as full-time employees. However, the vacation pay will be prorated to the number of hours per week that they normally work.

Section 3. Wherever possible and practicable, vacations shall be granted at a time selected by the employee between June 1st and August 31st. Vacations shall be assigned by

the College, and seniority will prevail in the selection of vacation periods when possible and practicable. However, vacation schedules must be arranged so that the work of the College and of each Department can be carried on in an efficient manner. Any changes to vacation schedules must be approved by the Director of Facilities or his/her designee two (2) weeks prior to the time requested, except in cases of an emergency.

Section 4. Vacation allowances are computed on a fiscal year basis from July 1st through June 30th. The allowance earned in one (1) fiscal year and not used must be used in the following fiscal year.

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

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

ARTICLE XVII

NON-DISCRIMINATION

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

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

Any grievance filed under this Article shall be immediately processed.

ARTICLE XVIII

SICK LEAVE

Section 1. All employees hired June 30, 2002 or earlier covered by this Agreement shall accrue sick leave with full pay at the rate of one (1) day per month. Sick leave shall be accumulated from one (1) calendar year to another. There shall be unlimited accumulation of days.

Those hired July 1, 2002 or later shall accrue sick leave at the rate of 0.833 days per month and the maximum accrual for the fiscal year will be ten (10) days.

Section 2. Absence due to illness and extent of illness must be reported to the employee's immediate supervisor or a designated voice-mail telephone number at least one (1) hour prior to the start of his/her assigned shift or as soon as possible thereafter. The Union acknowledges that sick days may only be used for the illness of the member and any other use may be subject to disciplinary action.

Section 3. Frequent absences may hinder the efficient operation of the College. Such absences will be reviewed periodically by the Administration and may result in disciplinary action including dismissal. The Union acknowledges the College's right to send unit members to a doctor of its own choosing for verification of the illness and treatment and whether or not the individual can perform his/her job. In the event that a member is sent to a College-appointed doctor, he/she must first use his/her medical plan and any amount not covered will be paid by the College. This arrangement covers diagnosis only. It is acknowledged by the College that the member may

visit the doctor's office during his/her working hours to determine the diagnosis if it is convenient to do so.

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

Section 5. An employee who takes in excess of three (3) consecutive days or more shall provide a doctor's certificate when he/she returns to work. If a member is sick more than three days in any calendar quarter or after a total of six days in a fiscal year, he/she must produce a doctor's note for each additional sick day taken for the next six month period.

Section 6. Whenever an employee suffers an injury arising out of employment, the College shall pay the employee's full salary for the period between the date of the injury and the date that the employee's insurance payments begin. In the event of a non-employment related injury, illness, or accident, the employee's accumulated sick days shall be applied during the period before temporary disability payments begin, during temporary disability, and the period following the expiration of temporary disability payments.

ARTICLE XIX

JURY DUTY

Section 1a. Upon receipt by a full-time member of the unit of a summons for jury service, a copy shall be presented to the employee's immediate supervisor. The College will pay any employee who is summoned for jury duty and reports for petit or grand jury service up to a maximum of three (3) weeks (other than while on vacation, leave of absence, or while not working).

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

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

Section 2b. The employee must present proof to the College of such service and the amount paid to him/her for such service.

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

ARTICLE XX

BEREAVEMENT LEAVE

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

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

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

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

Section 5. The College reserves its right to require the employee to present proof evidencing death and relationship. Failure of the employee to provide such evidence, upon request, shall result in the employee losing pay for the bereavement time.

Section 6. Part-time employees working more than nineteen (19) hours shall receive bereavement pay on a prorated basis.

ARTICLE XXI

INSURANCE COVERAGE

Section 1. -- Insurance Coverage. All full-time employees, and those employees who regularly work twenty (20) hours per week or more, shall be provided with coverage under the State Health Benefits Program. New employees shall be eligible for such plan coverage in accordance with the dates established by the insurance carrier and the College will pay for the full cost of participation of the employee and the employee's dependents.

The College will reimburse unit members the difference between the cost of a complete annual physical 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 \$250.00.

Section 2. -- Dental Insurance. The College will provide a base rate payment of up to \$41.93 per month for dental coverage for full-time unit employees and their eligible dependents. The employee will pay any excess of that monthly premium during the period of July 1, 2000 and December 31, 2000. Effective January 1, 2001 and each calendar year thereafter, the College and the employee will share evenly any additional increase in dental premium. Benefits and all other terms of coverage are provided in accordance with the policy of insurance.

Section 3. -- Completion of Forms. Newly hired employees must contact the Human Resources 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.

Section 4. -- Pension Program. Upon commencement of employment, all employees will become participants in the Public Employees Retirement System (PERS). The PERS program provides for life insurance coverage. Rights, benefits qualifications, restrictions and/or conditions are to be in accordance with applicable law. Upon commencement of employment, it is the obligation of the employee to contact the Human Resources Office to complete the necessary application forms prior to employee eligibility date.

Section 5. -- 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.

A. 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.

B. 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.

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

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

ARTICLE XXII

MISCELLANEOUS PROVISIONS

Section 1. -- Bulletin Board. The College will provide reasonable bulletin board space for the posting of official Association notices and other information of a non-controversial nature. Every notice so posted shall bear the name of the official Association representative responsible for it and a removal date. The College retains the right to remove derogatory materials.

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

Section 3. -- Fringe Benefits for Part-time Employment. In accordance with present practices, part-time employees who work more than nineteen (19) hours will continue to receive the following prorated fringe benefits:

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

Section 4. -- Student Help.

a. The purpose of hiring student workers is to temporarily supplement the existing work force.

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

Section 5. -- 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 requirement for admission to credit courses. This benefit covers tuition cost, laboratory fees, and general fees only. Any additional charges, such as fees for books, etc., shall be paid by the student.

b. No member of the unit may enroll in or take courses during the work day that includes the time period designated as the lunch break unless prior written approval is obtained from supervisor or his/her designee.

c. Employees and/or dependents must obtain a "Tuition Remission Form" from the Human Resources Office. 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.

Section 6. Special Assignments Although hired for a particular shift and campus location, a bargaining unit member may be assigned to another campus location for special assignments. The employee shall be notified in writing of the start date of the special assignment

and an anticipated end date of the assignment which generally shall not exceed thirty (30) working days per campus location.

ARTICLE XXIII

WAGES

Section 1. Effective July 1, 2002, each unit member on payroll as of June 30, 2002 and who continues on payroll to date of agreement, shall receive an increase of four percent (4%) to be applied to the base rate of pay on June 30, 2002.

Section 2. Effective July 1, 2003, each unit member on payroll June 30, 2003 shall receive an increase of four percent (4%) to be applied to the base rate of pay on June 30, 2003.

Section 3. Effective July 1, 2004, each unit member on payroll June 30, 2004 shall receive an increase of four percent (4%) to be applied to the base rate of pay on June 30, 2004.

Section 4. For the employees hired June 30, 2002 or earlier the following equity stipend will be paid for the years of this agreement as follows:

1st year (2002-2003) \$150 stipend + \$200 to base salary of June 30, 2002

2nd year (2003-2004) \$200 to base salary of June 30, 2003

3rd year (2004-2005) No equity payments

Section 4. Effective July 1, 2000, Black Seal shall be \$1.40. This will be paid only to employees on the College payroll as of June 30, 1995.

Section 5. For the purpose of computing the contractual increase for 2002-2003, 2003-2004 and 2004-2005, the Black Seal License premium and shift differential shall not be included in the base.

Section 6. -- Wage Classification Schedule

- a. Wages will be recorded as annual salaries for each individual employee.
- b. The starting salary for employees hired March 1, 2003 or later shall be the

following:

Custodian	\$26,000
Maintenance Mechanic Helper	\$30,000
Maintenance Mechanic	\$35,000
Senior Maintenance Mechanic	\$40,000

c. The shift differential for afternoon/evening shift shall be \$0.34 per hour; the shift differential for night shift shall be \$0.57 per hour.

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

Section 8. -- Temporary Transfer Procedure. Any employee who is temporarily assigned to a job having a higher rate than his/her own shall be paid at the higher rate for all time spent while working on the job.

Section 9. -- Pay Practices. If an employee is temporarily assigned for the College's convenience to work on a lower rated job than his/her regular rate, the employee shall receive the rate of pay of his/her permanent assignment. If, however, an employee requests a transfer to a lower rated classification for his/her own convenience, the employee shall be paid at the rate of the lower rated classification.

ARTICLE XXIV

MAINTENANCE OF OPERATIONS

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

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

Section 3. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the College, and that the Association will publicly disavow such action in the local newspapers in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order.

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

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

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

ARTICLE XXV

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 XXVI

FULLY BARGAINED PROVISIONS

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

ARTICLE XXVII

SAFETY AND HEALTH

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

Section 2. The employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used. Unit members shall be issued safety glasses that must be worn at all appropriate times during the work schedule. If any employee is unable to use college-issued safety equipment, it is the employee's responsibility to provide evidence through a physician's certificate that the equipment is unsuitable.

a. The College shall furnish appropriate work clothing to all full-time employees covered by this Agreement. The work clothing is to be worn without modification.

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

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

Section 5. A Safety Committee shall be formed consisting of two members of the bargaining unit appointed by the President of the Association and two people from the administration. This committee shall meet on a quarterly basis.

ARTICLE XXVIII

MEAL REIMBURSEMENT, SHOE, AND CLOTHING PROVISIONS

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

Section 2. The College shall provide each full-time unit member with three (3) work uniforms per year and replacement clothing. Employees are to maintain work uniforms in accordance with College standards. Uniforms shall be delivered on or before August 1st of the contract year.

The College shall provide each full-time bargaining unit member with one (1) set of raingear (raincoat, pants, and boots) for the length of the Agreement.

The College shall pay each full-time bargaining unit member the following stipend to be applied by the member toward the maintenance of work uniforms, protective footwear, and winter clothing. The stipend is to be paid upon submission of receipts for the expenditure.

Effective 2002-2003--One Hundred Dollars (\$100) total for year

Effective 2003-2004--One Hundred Dollars (\$100) total for year

Effective 2004-2005--One Hundred Dollars (\$100) total for year

Section 4. All employees are required to wear approved safety shoes to comply with ANSI 2411 1991 and College approved uniforms without modification. Failure to do so may result in disciplinary action.

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. This Agreement shall continue in full force and effect from year to year, thereafter, unless one party or the other gives notice, in writing, prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey on the 11 th day of February 2003

UNION COUNTY COLLEGE PHYSICAL
PLANT ASSOCIATION/NJEA

UNION COUNTY COLLEGE

