

A G R E E M E N T

Between

THE BOARD OF TRUSTEES OF  
UNION COUNTY COLLEGE

And

THE UNION COUNTY COLLEGE STAFF ASSOCIATION/NJEA

July 1, 2003 to June 30, 2006

L: Clerical contract

NJEA/Clerical/Secretarial

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PREAMBLE

This Agreement, entered into this July 1, 2003, by and between UNION COUNTY COLLEGE, at its various sites, (hereinafter called the "College"), and NEW JERSEY EDUCATION ASSOCIATION STAFF ASSOCIATION, (hereinafter called the "Association"), represents the complete and final understanding of all bargainable issues between the College and the Association.

ARTICLE I

RECOGNITION

A. The College recognizes the Association as the exclusive representative for all regularly employed, full-time office/clerical/technical personnel and all regularly employed, part-time office/clerical/technical personnel working more than nineteen (19) hours per week at its various sites, including clerks, secretaries, computer and data entry operators, administrative assistants, typists, off-set operators, lab assistants and lab technicians.

B. Excluded from the unit are the following positions, which exclusions are due to the confidential nature of the employee's work: secretaries to the members of the President's Cabinet, those employees reporting to the Director of Business Services and Human Resources Office, and other employees reporting to administration actively involved in labor relations matters.

C. In addition, the following are excluded from the unit: students, professional employees, managerial employees, confidential employees, lab coordinators, security personnel, agency personnel and supervisors.

D. Unless otherwise indicated the term "employee", when used hereinafter in this Agreement, shall refer to all employees actively working and represented by the Association in the negotiating unit. Entitlement to fringe benefits shall be covered by the appropriate clauses in the Agreement.

E. A temporary employee is one who is hired by the College and who is on the College payroll for a period of up to four (4) months and is so informed at the time of hire or who is hired for a special project or to replace an employee on leave of absence or

vacation. The said four (4) month period may be extended for the length of a leave of absence. If a temporary employee is selected to fill a vacancy within the bargaining unit or if the position becomes a permanent position, the employee will be included in the bargaining unit. In such cases, the previous period of temporary employment shall be credited towards the employee's seniority-related benefits only, i.e., sick days, vacation days and layoff and recall rights under this Agreement. If a temporary employee is employed beyond four (4) months, such employee may be approached by the Association and solicited for membership.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

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

B. Upon request, the College agrees to initiate negotiations with the Association for a successor agreement. The Association and the College shall make a good faith effort to reach agreement as quickly as possible and reduce same to writing and submit same for ratification by the respective parties.

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

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

E. Negotiating committee members shall suffer no loss in pay when the parties mutually agree to schedule negotiations, conferences, or meetings respecting the collective bargaining agreement during normal working hours.

ARTICLE III

MANAGEMENT RIGHTS

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

1. To the executive management and administrative control of the College premises, properties and facilities, academic operations and business operations, and employment activities of its employees;

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

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

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

B. 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.

C. The Association recognizes that there are certain management prerogatives which are non-negotiable. In the event of a dispute concerning the negotiability of management prerogatives, the parties agree that PERC shall determine negotiability. Status quo shall be maintained until a decision is rendered.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. 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.

B. The Association covenants and agrees 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 to duty or willful absence of an employee from his/her 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 against the College. The Association agrees that such action would constitute a material breach of this Agreement.

C. 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 and order all such members, who participate in such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order.

D. In the event of a strike, slowdown, walkout or job action, it is covenanted and agreed that participation in any such activity by an Association member or any employee represented by

the Association shall entitle the College to take appropriate disciplinary action against such employee or employees.

E. 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.

F. The College agrees that it shall not cause a lockout during the term of this Agreement.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance -- The term "grievance" as used herein means any controversy arising over the interpretations, application or alleged violation of the Agreement, and may be raised by an individual, the Association on behalf of and at the request of an individual, or group of individuals.

2. Aggrieved Person -- An "aggrieved person" is the person or persons or the Association making the claim.

#### B. Procedure

STEP 1 - Within fifteen (15) working days after an alleged misinterpretation, misapplication, or violation of the provisions of this Agreement has occurred, the aggrieved shall meet with the employee's immediate supervisor and an effort shall be made informally, to settle the dispute between the aggrieved and his/her supervisor. The employee's supervisor shall render a decision within fifteen (15) working days after informally discussing the grievance with the employee.

STEP 2 - In the event that the grievance is not amicably settled in Step 1, the grievance shall be filed in writing with the Human Resources Officer within five (5) working days from the decision of the aggrieved employee's supervisor in Step 1. The grievance shall set forth, among other things, the nature of the grievance, date, time and place of alleged occurrence, specific provisions of the contract, which are alleged to have been violated, name or names of witnesses to the alleged violation. The Contract Administrator shall render his/her

decision within ten (10) working days. His/her decision shall be in writing.

STEP 3 - In the event that the grievance is not resolved at Step 2, the aggrieved shall, within five (5) working days after receiving the response from the Human Resources Office, submit the grievance, in writing to the Vice President of Finance or his/her designee. The Vice President of Finance or his/her designee shall provide written answer to the grievance within ten (10) working days.

STEP 4 - In the event that the grievance is not resolved at Step 3 above, the aggrieved may, within ten (10) working days of receiving the response from the Vice President of Finance, submit the grievance to arbitration. A request for a list of arbitrators shall be directed to the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission unless it is agreed otherwise. The arbitrator shall be bound by the provisions of this Agreement, and the arbitrator shall not have authority to add to, modify, detract from or alter, in any way, the provisions of this Agreement or any amendments thereto. The cost of arbitration shall be borne equally by the College and the Association. Any other expenses incurred shall be paid for by the party incurring same.

FINAL & BINDING ARBITRATION - The arbitrator's decision setting forth findings and conclusions shall be rendered within thirty (30) days after the conclusion of the hearing. The award of the arbitrator shall be final and binding.

### C. Mediation

1. In addition to submitting the matter to arbitration, either party may request that it be submitted to mediation. The request shall be submitted to the other party in writing within ten (10) calendar days after the final grievance

step. If both parties agree to submit the matter to mediation, they shall jointly petition PERC for the appointment of a mediator. If the matter is not resolved by mediation, the parties agree to proceed with the arbitration.

2. The Mediator's recommendation shall not be binding nor shall it be submitted into evidence in the arbitration if the matter is not resolved in mediation.

#### D. Miscellaneous

1. Time limits under this Article may be extended, in writing only, by mutual consent of the parties.

2. Failure by an administrator to respond shall be construed as a denial of the grievance and shall move the grievance to the next step.

3. Failure by a grievance to move the grievance to the succeeding step shall be deemed to be an acceptance of the decision in the step below. Group and Association grievances may be sent directly to the Contract Administrator. A "group" grievance is a grievance that affects a group or class of employees. The Association may process such a grievance through all levels of the grievance procedure even though an aggrieved person(s) (do)es not wish to do so.

4. Any aggrieved person may be represented at all stages of the grievance procedure by his/herself or at his/her option, by a representative(s) selected or approved by the Association. When an aggrieved is represented by someone other than a local representative, the Association shall provide five (5) business days advance notice to the Contract Administrator including the identification of the representative and the reason for such representation. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

5. No reprisals of any kind shall be taken by the College of the Association, or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

6. An employee who files a grievance, and whose grievance is determined to be meritorious, shall, upon request, be entitled to have any record of the grievable matter removed from the employee's personnel file.

ARTICLE VI

EMPLOYEE RIGHTS AND PRIVILEGES

A. The College shall have the right to discharge or warn an employee for just cause. In the event of a desire to discharge, the College shall notify the Association, in advance, where practical, in writing, of such desire to discharge. The College also agrees to provide the Association with copies of any letters of warning.

B. The College will notify the Association's officers prior to discharge of an employee either by telephone or E-mail, and such notification(s) will be followed by written notification(s).

C. In the event of a disagreement between the College and the Association as to a discharge, it may be submitted to the Grievance Procedure according to the provisions of this Agreement.

ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

A. When requested by Human Resources, the Association shall notify the College of its representatives who will investigate and process grievances. Appropriately designated Association representatives may be granted a reasonable amount of time, during regular working hours, without loss of pay, to investigate and process grievances. The representative shall not leave his/her work area without first obtaining permission from the employee's immediate supervisor. Permission shall not be unreasonably withheld.

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

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

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

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

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

G. Either the President of the Association or the President's designee may request and may be granted paid time off, not to exceed two (2) days per fiscal year, to attend an Association activity provided that the President or the President's designee gives advance notice of one (1) week and provided the leave shall not interfere with the efficient operation of the College.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

#### A. Hours of Work

1. The regular work week for full-time personnel shall consist of five (5) consecutive, seven (7) hour days (thirty-five (35) hour week) exclusive of a one (1) hour unpaid lunch period.

2. Employees who work less than a twelve (12) month year, shall receive prorated benefits.

#### B. Lunch and Coffee Breaks

1. Lunch and coffee breaks for full-time bargaining unit members shall be provided as follows:

a. A lunch break of one (1) hour in duration, which shall be unpaid, shall be taken about midwork day.

b. Two (2) coffee breaks of fifteen (15) minutes in duration shall be provided at established times.

2. Breaks of staff in the same office shall be staggered so that there is coverage.

#### C. Summer Hours

1. Should the College alter the normal work days or work weeks during the summer, the College shall give the Association thirty (30) days notice, which notice shall specify the following:

a. The date when such altered summer schedule shall begin and end.

b. That during such period:

(1) The normal work week shall consist of four (4) consecutive work days for a thirty-five (35) hour work week with a one (1) hour unpaid lunch period, an a.m. coffee break

of ten (10) minutes duration, and a p.m. coffee break of ten (10) minutes duration at established times.

2. During summer hours appropriate clauses shall be modified accordingly. Sick days to be charged as 1.25 days or 8.75 hours.

D. Overtime

1. Hours worked in excess of thirty-five (35) hours per week shall be paid at a rate of one and one-half (1-1/2) times the employee's base hourly rate. There shall be no pyramiding of overtime.

2. Overtime shall be equitably distributed within each department, provided the employee has the qualifications to perform the work.

3. For the purpose of computing overtime, holidays, sick days, vacation days shall be counted as time worked. There shall be no abuse of this provision.

ARTICLE IX

HOLIDAYS

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

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

In addition to the holidays listed above, full-time employees shall be entitled to three (3) additional holidays to be determined by the College.

B. The holiday calendar shall be posted when approved.

C. Whenever an employee or group of employees does not work as a result of a presidential closing, the employees shall receive their normal rate of pay.

D. An employee who works on a holiday shall receive the employee's regular pay for the holiday and time and one-half (1-1/2) for any hours worked on the holiday.

E. Part-time employees shall be eligible for holiday pay provided that the holiday falls on a regularly scheduled work day.

## ARTICLE X

### EMPLOYEE EVALUATIONS AND PERSONNEL RECORDS

#### A. Evaluations

1. An employee shall be formally evaluated at the end of each fiscal year by his/her supervisor. The employee and his/her supervisor will jointly review and discuss the evaluation.

Immediately upon review, the employee will sign the evaluation which will be placed in the employee's personnel file. The employee will then receive one copy of his/her evaluation at the College's expense. Additional copies may be requested by the employee but it will be paid for by the employee.

The signing of the evaluation by the employee means that the employee has read the evaluation and understands it. However, signing said evaluation does not necessarily mean that the employee is in agreement with the evaluation. Should the employee disagree, the employee has the right to respond in writing to the evaluation within ten (10) working days of the signing of the evaluation. The written response will be attached to the evaluation and placed in the employee's personnel file.

2. If an employee has received an evaluation which is less than satisfactory in a certain area(s), the supervisor will outline a program for improvement to be followed by the employee. The program should state a period of up to ninety (90) days for accomplishment which may be increased by mutual agreement and identify any resources at the College which may be available to the employee. The employee must make a good faith effort to comply with the improvement program. At the end of the time period, the employee will again be evaluated and the College will act accordingly.

The Association will be notified in those instances where a probationary period is to be applied.

B. Personnel Record

1. An employee shall be notified when any letters of reprimand or warnings are placed in the employee's file, and the employee shall have the right, upon reasonable notice, to review the contents of his/her personnel file in the presence of a member of the Human Resources Department during regular working hours. The employee, upon request, shall have the right to comment upon any derogatory materials in the employee's file. Said comments may be reduced to writing and placed in the employee's file.

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

3. The employee may submit for inclusion in his/her personnel file any letters of commendation or proof of educational accomplishment.

ARTICLE XI

SICK LEAVE

A. Bargaining unit employees hired on or prior to March 31, 2000 shall be entitled to a maximum of twelve (12) sick days per fiscal year, without loss of pay, which days shall accrue at a rate of one (1) day per month. Employees hired on or after April 1, 2000 shall accrue days at the same rate and shall be entitled to a maximum of eleven (11) sick days per fiscal year for the 1999/2000 fiscal year and for ten (10) sick days per fiscal year for the 2000/2001 fiscal year and for subsequent years.

1. Unused sick days may be accumulated from year to year without limitation and may be used during the waiting period before temporary disability payments begin, during temporary disability, the period after temporary disability payments end and long term disability commences.

2. Employees must call in absences due to illness and the extent of the illness, to their immediate supervisor, before the start of their work day. An employee who uses five (5) consecutive days or more shall provide a doctor's certificate verifying the days absent, the reason for the absence, and the ability of the employee to return to full duty before being permitted to return to work.

3. If the College determines that the sick leave of an employee is being abused or a pattern of absences is noted, the College reserves the right to request reasonable proof of illness from the employee's doctor. If a unit member is sick more than three occurrences in any calendar quarter or after a total of six occurrences in any fiscal year, he/she must provide a doctor's certificate for each additional sick day taken for the next six month period.

4. No payment shall be made for any unused sick days at termination.

5. Employees who qualify for temporary disability benefits will not accrue vacation, holiday, or any other benefits which are time related, exclusive of sick leave, for the period of the employee's absence.

6. Accurate records shall be maintained of sick days used and sick days accumulated. This balance shall be tallied and recorded by the Human Resources Department, the record of which will be provided to employees at the fiscal year end (June 30). It is the responsibility of the employee to maintain the on-going balance during the fiscal year.

7. A bargaining unit member on a nine (9), ten (10), or eleven (11) month schedule who is covered by this Agreement shall accumulate prorated sick time at the rate specified in Section A above.

8. Part-time employees working more than nineteen (19) hours per week shall be entitled to prorated sick leave.

9. Bargaining unit employees who use no more than four (4) sick days in a fiscal year would be entitled to one personal day without loss of pay.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

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. When computing 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, or grandparent, the employee shall receive pay for up to three (3) consecutive days following the date of death. When computing the 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, son-in-law, or daughter-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.

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.

6. Part-time employees working nineteen (19) hours or more shall receive bereavement pay as follows:

(a) In the event of the death of a part-time bargaining unit member's legal spouse, mother, father, or child, the bargaining unit member shall receive pay for the five (5) consecutive calendar days immediately following the death.

(b) In the event of the death of a part-time bargaining unit member's grandchild, brother, sister, mother-in-law, father-in-law, grandparent, son-in-law, or daughter-in-law, the bargaining unit member shall receive pay for the three (3) consecutive calendar days immediately following the death.

(c) In the event of the death of a part-time bargaining unit member's brother-in-law, or sister-in-law, the bargaining unit member shall be entitled to pay for up to one (1) calendar day immediately following the date of death.

#### B. MILITARY SERVICE

Any employee who voluntarily or involuntarily enters the Armed Forces of the United States for active or inactive duty for training shall, upon being discharged in good standing from such service, be entitled to reinstatement to the employee's former position, provided that the employee makes application to return to former employment within ninety (90) days of discharge.

There shall be no loss of seniority rights for time spent in the military service. Accrued vacation benefits shall be paid to the employee upon notification of such induction.

A bargaining unit member with five (5) or more years of continuous service with the College, who is actively working at the time when the employee is called to active duty for training, on a temporary basis, shall receive the employee's regular rate of pay for any period of temporary duty not to exceed a maximum of

ten (10) working days in any calendar year. An employee with less than five (5) years of service, shall receive the difference between the employee's regular pay and the military training pay.

When applying for a leave for training, the employee shall make application to the employee's immediate supervisor, furnishing the supervisor with a copy of the employee's military orders, in advance, as much as possible, so that the College may arrange for coverage while the employee is on leave.

C. Leave of Absence Due to Illness, Injury or Pregnancy

An employee must notify the College as soon as it is practicable of the employee's illness, injury or pregnancy and the anticipated duration of the absence. The employee's accumulated sick days shall be applied during the period before temporary disability payments begin, during temporary disability, the period following the expiration of disability payments and long term disability commences.

D. Family Leave

Maternity leave shall be treated the same as any other disability. Additionally, the College will comply with State and Federal Family Leave Legislation.

## ARTICLE XIII

### INSURANCE AND RETIREMENT PLAN

#### A. Insurance Coverage

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

#### B. Dental Insurance

The College will provide a base rate payment of up to \$41.93 per month for dental coverage for all permanent full-time and part-time, working more than twenty (20) hours per week, bargaining unit employees and their eligible dependents. Effective January 1, 2002, any increased cost in monthly dental premium beyond the \$41.93 base rate payment will be shared equally by the College and by the employee. Benefits and all other terms of coverage are provided in accordance with the policy of insurance.

#### C. Completion of Forms

Newly-hired employees must contact the 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.

#### D. Pension Program

Upon commencement of employment, all employees will become participants in the Public Employees Retirement System (PERS). The PERS program provides for life insurance coverage. Rights, benefits, qualifications and restrictions and/or conditions are established by the Public Employees Retirement System and shall be in accordance with applicable law. Upon commencement of employment, it is the obligation of the employee

to contact the Human Resources Office to complete the necessary applications forms prior to employee eligibility date.

E. Temporary Disability Benefits

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

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

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

H. An employee on layoff status shall not be entitled to coverage under this Article.

I. The College will provide notification to employees returning from unpaid medical leave with regard to the purchase of service credit in the retirement system.

J. The College will reimburse individual bargain unit members the difference between the cost of any medical service covered by insurance and provided by a physician or the cost of any dental services covered by insurance and provided by a dentist of the member's choice and reimbursement for the same from the NJ State Health Benefits Plan and/or the College Dental Plan. Total reimbursement shall not exceed \$275 for one year.

ARTICLE XIV

MISCELLANEOUS

A. Non-Discrimination - Neither the College nor the Association shall violate any applicable law concerning discrimination.

B. Separability - If any provision of the 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 or competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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

D. Printing of the Agreement shall be at the expense of the College. The Association shall distribute copies to all personnel covered by this Agreement, including newly-hired employees.

E. When any notice is required by either party to the Agreement, either party shall do so by mail at the following addresses:

Union County College  
1033 Springfield Avenue  
Cranford, NJ 07016

And

New Jersey Education Association (NJEA)  
Uniserv Office #29, Higher Education  
180 West State Street  
P.O. Box 1211  
Trenton, NJ 08607

ARTICLE XV

VACATIONS

A. The vacation year (period of time during which vacations may be taken) will begin on July first (1st) and end on the following June thirtieth (30th).

B. After six (6) months of continuous employment, during the first year of employment, employees shall be entitled to vacation days for each month worked on or before July first (1st), retroactive to the date of hire, according to the following schedule for employees hired on or prior to March 31, 2000:

During the first year of employment	One (1) vacation day per month of service
After one (1) full fiscal year of continuous employment but less than two (2) full fiscal years of employment	Fifteen (15) vacation days to be earned at a rate of 1.25 days per month
After two (2) full fiscal years of continuous employment	Twenty (20) vacation days to be earned at a rate of 1.66 days per month
After five (5) full fiscal years of continuous employment	Twenty-four (24) vacation days to be earned at a rate of two (2) days per month

For Employees hired on or after April 1, 2000:

During the first year of employment	One (1) vacation day per month of service
After one (1) full fiscal year of continuous employment but less than two (2) full fiscal years of employment	Fifteen (15) vacation days to be earned at a rate of 1.25 days per month

After two (2) full fiscal  
years of continuous  
employment

Twenty (20) vacation  
days to be earned at a  
rate of 1.66 days per  
month

C. Whenever possible, vacations shall be scheduled at the employee's request, with approval of the supervisor and subject to College operations. The College shall endeavor to accommodate each employee's vacation preference; however, in the event of a vacation selection conflict involving two (2) or more employees, preference shall be given to the most senior employee.

D. Upon termination accumulated vacation time shall be paid to the employee up to one (1) year maximum accrual worth; however, no employee shall receive accrued vacation unless the employee has given at least two (2) weeks notice in advance of the employee's resignation.

E. Vacations shall be taken during the year in which the vacation is earned. Vacation days may be carried over from one year to the next to a maximum of one (1) year's accrual.

F. An employee who is on layoff or unpaid leave of absence will not accrue vacation benefits for the time the employee is not at work. An unpaid leave of absence is defined as a leave during which an employee is no longer on the College payroll.

G. A full-time nine (9), ten (10), or eleven (11) month employee covered by this Agreement shall accumulate prorated vacation time at the rate specified in Section B above. Such vacation shall be taken during the period the employee is scheduled to work.

ARTICLE XVI

REIMBURSEMENT FOR AUTO and MEAL ALLOWANCE

A. The College will reimburse an Association bargaining unit member for the required use of the member's automobile at current College rate, provided that the member receives authorization, in advance, from the appropriate College official.

B. The College will provide a meal or reimbursement at College discretion during registration only. During periods other than registration, the College will pay in accordance with its current policy for the term of this Agreement; however, upon the expiration of this Agreement, the meal reimbursement shall be whatever the current College rate is at that time. In order to qualify for this benefit, an employee must work three (3) hours or more prior to the start or three (3) hours or more beyond 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.

C. The College will reimburse an Association bargaining unit member for expenses incurred at conferences, such expenses to be subject to College approval and in accordance with College policy.

ARTICLE XVII

TUITION BENEFITS

A. Tuition Remission

1. Educational opportunities shall be provided at the College for all full-time and part-time personnel. This benefit shall be extended to include the dependents of full-time employees.

2. Tuition remission applies to credit, continuing education and remedial courses given at Union County College only.

3. A bargaining unit member may enroll in credit courses during the employee's lunch hour, provided that the employee receives written permission, in advance, from the supervisor. Lunch hour is defined to mean the period between 11:30 a.m. and 12:30 p.m.; or Noon to 1 p.m.; or 12:30 p.m. to 1:30 p.m.; or 1 p.m. to 2 p.m.; or 1:30 p.m. to 2:30 p.m. or other times as mutually agreed. Employees and/or dependents must obtain a "Tuition Remission Form" from the Human Resources Office. In order for the employee to receive this form the supervisor's written permission must be submitted. 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.

4. For the purposes of enrollment in the first course in the morning or last class in the afternoon only, adjustments in individual starting time or quitting times may be made for an employee, provided the supervisor approves and further provided that the course is not offered at night.

5. The College reserves the right to deny tuition benefits to dependents in cases where verification of dependency cannot be made.

6. This benefit covers tuition costs, laboratory fees, and general fees only. Additional expenses, such as additional fees, book, etc., must be borne by the employee and/or dependents.

B. Tuition Reimbursement

1. The College shall provide tuition reimbursement of up to eighteen (18) credit hours per academic year for the following:

a. Undergraduate courses leading to a baccalaureate degree provided that the employee possesses an associate degree or equivalent and successfully completed the course.

b. Graduate courses which are job related provided the employee successfully completes the course.

2. Reimbursement shall be at actual cost, not to exceed state university rates and at the discretion and upon prior approval of the College. Such approval shall not be unreasonably denied. An employee may be reimbursed for courses which are required toward a baccalaureate degree, which are not offered by the College. The tuition cost includes the Annual Enrollment Tuition to attend Thomas Edison State College. This benefit applies only to full-time permanent employees.

3. Reimbursement payment shall be made within one (1) month after the end of each semester for courses taken in that semester for employees on the College payroll on that date.

ARTICLE XVIII

SENIORITY

A. In the event of the layoff of an employee, the laid off employee shall have the option of bumping the least senior employee in the employee's job title or the least senior employee in any job title in the same grade or in the next lower grade provided that the laid off employee is able to perform the job of the employee being bumped.

B. In the event that a laid off employee selects to bump into a lower classification, the employee shall retain his/her rate of pay or he/she shall receive the maximum pay for the lower grade range, whichever is less.

C. A laid off employee shall be recalled in the order of seniority provided that the laid off employee is capable of returning to work and performing the duties of the available job to be filled. If an employee does not respond to a recall notice within six (6) working days of the postmark, the College may consider this a voluntary resignation. The employee shall remain on the recall list for a maximum of one (1) year, and it shall be the responsibility of the employee to notify the College of the employee's address or any change of address.

D. This Article shall be subject to any affirmative action or equal employment opportunity programs or rules promulgated by the College.

E. Temporary employees and permanent part-time employees shall be laid off before any full-time permanent employee working within the same Department. Temporary or agency employees shall be laid off before any permanent part-time employees working in the same Department.

F. In the event that layoffs occur as a result of the subcontracting of bargaining unit work, the following severance pay schedule shall apply to those employees who are laid off:

One (1) year's service with the College	Two (2) weeks severance pay
Two (2) to five (5) years service with the College	Three (3) weeks pay
Five (5) to ten (10) years service with the College	Four (4) weeks pay
Over ten (10) years service with the College	Six (6) weeks pay

G. In the event of permanent layoffs for reasons other than subcontracting, the following severance pay formula shall apply:

One (1) year's service with the College	One (1) weeks severance pay
Two (2) to five (5) years service with the College	Two (2) weeks pay
Five (5) to ten (10) years service with the College	Three (3) weeks pay
Over ten (10) years service with the College	Five (5) weeks pay

H. Whenever there are two (2) or more persons equally qualified in a given position and there is a planned change in shift or campus location, the most senior person will be asked if he/she wishes to make the change. If he/she does not wish to do so, the next senior person will be asked and this process will continue until the least senior person who must accept the change.

I. For promotions, transfers, and layoff purposes only, bargaining unit seniority for employees returning to the bargaining unit after transfer out, or employees entering the bargaining unit from a nonbargaining unit position, or from a position in another bargaining unit, will begin on the first day of employment as a member of the bargaining unit.

If there has been previous employment in this bargaining unit, that time will also be included for seniority purposes.

ARTICLE XIX

JURY DUTY

Full-time bargaining unit members shall be entitled to jury duty pay for up to ten (10) working days, provided that the employee presents a copy of the jury summons to the Human Resources Department in advance and provided the employee submits evidence of attendance. Payment shall be at the employee's regular straight time rate.

Full-time bargaining unit members shall be entitled to Grand Jury pay for up to twenty (20) working days, provided that the employee presents a copy of the grand jury summons to the Human Resources Department in advance and provided the employee submits evidence of attendance. Payment shall be at the employee's regular straight time rate.

If attendance is required for less than two-thirds of the regular work day, the employee must return to work.

ARTICLE XX

JOB VACANCIES

A. 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 unit position, notice thereof shall be posted on the bulletin board for a period of five (5) working days. An employee who wishes to be considered for a job vacancy within the bargaining unit 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 downbid, except with the written consent of the College and the Association.

B. Job vacancies within the bargaining unit shall be filled with the best candidate available. Appointments, transfers, and promotions shall be based upon ability, experience, professional growth and progress. Every effort will be made to fill a vacancy with a qualified individual from within the unit.

## ARTICLE XXI

### DEDUCTION OF DUES FROM PAYROLL

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

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

#### 1. Representation Fee In Lieu of Dues

a. If an employee does not become a member of the Association, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### 2. Amount of Fee

a. 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.

b. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as

majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five (85) percent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed. Said increase to become effective as of the beginning of the academic year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

a. Notification - Once during each academic year covered in whole or in part by this Agreement the Association will submit to the College a list of those employees who have not become members of the Association for the then current academic year. The College will deduct from the salaries of such employees, in accordance with Paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. 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 (30) days after the employee begins his/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.

c. 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.

d. Changes - The Association will notify the College, in writing, of any changes in the list provided for in Paragraph a. 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 Board received said notice.

e. 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 bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

f. 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.

#### 4. Indemnification and Save Harmless Provision

a. 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 gave the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

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

ARTICLE XXII

PAY FOR HIGHER RATED WORK

A. If any employee has been assigned, in writing, to perform work in a higher grade for a period in excess of twenty (20) consecutive working days and has the approval of the Human Resources Office, the employee shall receive pay at the higher level rate, retroactive to the first such day.

B. The clause shall not apply to an employee in training who must acknowledge his/her "training" status in writing and agree that he/she will not be entitled to the higher rate.

ARTICLE XXIII

PROBATIONARY PERIOD

A. All new permanent employees shall serve a probationary period of ninety (90) calendar days of employment. During the probationary period, the employee can be discharged "at will" without recourse to the grievance procedure. After completion of the probationary period, an employee shall attain seniority status with his/her seniority date effective the date of hire. Temporary and part-time employees who are hired into a permanent position shall begin their probationary period commencing with their date of hire into a permanent position.

B. The College shall have the right to extend an employee's probationary period an additional thirty (30) calendar days provided that notice is given to the President of the Association. During an extension of the probationary period, the employee can be discharged "at will" without recourse to the grievance procedure. Should the employee successfully complete the extension of their probationary period, the employee shall then attain seniority status, with his/her seniority date effective the date of hire.

Article XXIV

DURATION

This Agreement shall be in full force and effect as of July 1, 2003, and shall remain in effect to and including June 30, 2006. 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 of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey.

UNION COUNTY COLLEGE STAFF

ASSOCIATION/N.J.E.A

UNION COUNTY COLLEGE

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SCHEDULE A

NEGOTIATED INCREASES

Effective on July 1, 2003, all bargaining unit members who were on the payroll on July 1, 2003 and continue on the payroll to the date of this agreement will receive a salary increase of 4% to their base rate.

Effective on July 1, 2004, all bargaining unit members who are on the payroll on July 1, 2004 will receive a salary increase of 4% to their base rate.

Effective on July 1, 2005, all bargaining unit members who are on the payroll on July 1, 2005 will receive a salary increase of 4% to their base rate.

The minimum and maximum for each range shall be increased by 4% each year.

In each of the three (3) years (7/01/03 to 6/30/06) the maximums in any range shall not limit any employee's wage; it being specifically agreed that all employees shall receive the indicated wage and the indicated annual increases, even if same results in an annual wage in excess of the indicated maximums.

Salaries of bargaining unit members that reach \$55,000 shall be capped; such cap to expire on June 30th of last year of this Agreement.

Part-time personnel in the unit shall receive prorated salary increases.

SCHEDULE A

GRADE	TITLES	MIN.	-	MAX.
7/01/03		20,301	-	30,058
7/01/04		21,113	-	31,260
7/01/05		21,958	-	32,511

A Courier  
 Finisher/Printing Services Copy Machine Operator  
 Mail/Supply Clerk  
 Switchboard Operator

GRADE	TITLES	MIN.	-	MAX.
7/01/03		21,924	-	32,744
7/01/04		22,801	-	34,054
7/01/05		23,713	-	35,415

B Clerk-Typist

GRADE	TITLES	MIN.	-	MAX.
7/01/03		23,549	-	35,891
7/01/04		24,491	-	37,327
7/01/05		25,471	-	38,820

C Accounts Payable Clerk  
 Acquisition/Technical Services Clerk  
 Admissions Clerk  
 Cashier/Data Entry Clerk  
 Circulation Clerk  
 Clerk II  
 Data Entry Clerk  
 Data Input Specialist  
 Evening Library Clerk  
 Library Clerk

GRADE	TITLES	MIN.	-	MAX.
7/01/03		25,172	-	39,030
7/01/04		26,179	-	40,591
7/01/05		27,226	-	42,215

D Data Entry Clerk II  
 Payroll Clerk  
 Secretary

GRADE	TITLES	MIN.	-	MAX.
7/01/03		26,797	-	42,461
7/01/04		27,869	-	44,159
7/01/05		28,984	-	45,926

E           Accounts Payable Technician  
Accounts Receivable Specialist  
Administrative Assistant  
Acquisition Assistant  
Billing Coordinator  
Head Cashier  
Lab Technician  
Lead Printer  
Purchasing Technician  
Receiving Coordinator  
Senior Payroll Clerk  
Technical Services Library Technician

GRADE	TITLES	MIN.	-	MAX.
7/01/03		29,232	-	46,169
7/01/04		30,401	-	48,016
7/01/05		31,617	-	49,936

F           Administrative Assistant  
Computer Operator  
Coordinator-Financial Aid  
Programmer Technician  
Purchasing Assistant

GRADE	TITLES	MIN.	-	MAX.
7/01/03		31,893	-	50,370
7/01/04		33,169	-	52,385
7/01/05		34,496	-	54,480

G           Lead Operator  
Office Manager/Coordinator  
Programmer Technician/Help Desk Specialist  
Project Learn Laptop Technician  
Telephony/Computer Maintenance