

AGREEMENT

Between

THE BOARD OF TRUSTEES OF
UNION COUNTY COLLEGE

And

Union County College Public Safety Association

In effect from

July 1, 2004 to June 30, 2007

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For the Board of Trustees of
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Public Safety Association

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ARTICLE I
RECOGNITION

A. UNIT - The College recognizes the Association as the exclusive representative for collective negotiations for all regularly employed, full-time and part-time Public Safety Officers and Parking Attendants at its various sites. Excluded from the Unit are the following: The Director of Public Safety, the Associate Director of Public Safety, the Patrol Supervisor, students, supervisors, and all other employees.

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

C. TEMPORARY EMPLOYEES - A temporary employee is one who is hired by the College and who is on the College payroll for a period up to four (4) months and is so informed at the time of hire or to replace an employee on a leave of absence including absence due to illness/injury or vacation. Upon request and by mutual agreement, the said four (4) month period may be extended for the length of a leave of absence. Any temporary position that becomes permanent shall be posted. If a temporary employee is selected to fill a vacancy within the bargaining unit, the previous period of temporary employment shall be credited

towards the employee's seniority related benefits only, i.e., layoff and recall rights under the Agreement. If a temporary employee is employed beyond four (4) months, the extended time period may not exceed an additional two months and such employee may be approached by the Association and solicited for membership.

ARTICLE II

MANAGEMENT RIGHTS

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

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

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

3. To assign work of such quantity and type to employees as the Director of Public Safety determines is necessary;

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

5. The College agrees not to use the right of transfer as an arbitrary and/or punitive measure. Further it agrees that any transfer of individuals shall occur only to meet the College's obligation to maintain the health, welfare and safety of its students, faculty and staff and others using its premises, property and facilities.

B. Student help may be hired to temporarily supplement the existing work force for a special event. There is no intent to displace any member of the bargaining unit by the hiring of student workers.

- C. College retains the right to change contract administrator upon due notice to the Association of the named individual.

Article III

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The College shall negotiate concerning any changes in terms and conditions of employment before implementation.
- B. Upon request, the College agrees to initiate negotiations with the Association for a successor agreement. The Association and the College shall make a good faith effort to reach agreement as quickly as possible.
- C. Each party shall, upon request, in advance, disclose relevant information which is not privileged under law and which is necessary to assist the party during contract negotiations.
- D. This Agreement shall not be modified in whole, or in part, by the parties, except by an instrument in writing, duly executed by both parties.

ARTICLE IV

GRIEVANCE PROCEDURE

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

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

STEP 1 - Within Fifteen (15) working days after an alleged violation of the provisions of this Agreement has occurred, a grievance shall be reduced to writing and filed with the Director of Public Safety. The Director shall render a decision within ten (10) working days from receipt of the grievance.

The grievance shall set forth, among other things:

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

STEP 2 - In the event that the grievance is not resolved at Step 1, the aggrieved shall, within five (5) working days after receiving a response from the Director, submit the grievance, in writing, to the Contract Administrator or his/her designee. The Contract Administrator or his/her designee shall provide a written answer to the grievance within fifteen (15) working days.

STEP 3 - If the grievance is not satisfactorily adjusted within fifteen (15) working days from the final determination made under Step 2 above, the association may submit the grievance to advisory arbitration. The decision of the arbitrator shall be binding on all contractual issues. There shall be no arbitration concerning administrative regulations and/or statutory regulations.

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

A failure by Administration to respond shall be construed as an approval of the grievance and shall automatically result in the grievance being granted.

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

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

The College shall have the right to discipline employees for just cause. In the event of a discharge, the College shall notify the employee and/or the Association, in advance, where possible, in writing, of its intention to discharge the employee. Failure of the College to provide notice to the Association, in advance of discharge, shall require the College to notify the Association, by mail, within twenty-four (24) hours of discharge.

An employee who starts work and who continues to work three (3) continuous hours or more before the employee's normal starting time or an employee who continues to work for a period of three (3) continuous hours or more beyond the employee's normal quitting time, shall receive meal reimbursement at the prevailing College rate. The rate of at least \$8 shall be guaranteed for the duration of this Agreement. The benefit of this provision shall not apply to an employee who is permitted to leave campus and then return to complete the employee's assignment.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Appropriately designated Association representatives may be granted a reasonable amount of time, during regular working hours, without loss of pay, to investigate and process grievances. The representatives shall not leave his/her work station without first obtaining permission from the employee's immediate supervisor. Permission shall not be unreasonably withheld. Neither the Association representatives nor the aggrieved shall receive additional compensation for attendance at informal or formal hearings conducted at hours other than their regularly scheduled work day.

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 inter-College mail facilities.

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

It is understood that the College may give due consideration to staffing requirements.

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

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

ARTICLE VII

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. 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.

C. Non-members covered by this agreement shall be required to pay an agency fee in accordance with the following requirement.

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

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

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

ARTICLE VIII

SENIORITY

A. The purpose of seniority 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.

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

C. The Association representative shall be called in when laying off employees, and the following procedure shall apply.

1. Probationary employees shall be laid off first.

2. Remaining employees shall be laid off in reverse order of seniority within their classification.

D. An employee will lose all seniority rights for the following reasons:

1. Voluntary resignation.

2. Discharge for cause.

3. Absent for one (1) work day without notifying the employer unless he produces a good and sufficient cause for not notifying the employer.

4. Fails to return from a layoff within five (5) working days from the date of recall.

5. Layoff for a period of one (1) year.

E. 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 period of one (1) year.

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

2. Employees must keep the College up-to-date on their addresses and telephone number.

F. An employee whose job is eliminated shall have his/her choice of any bargaining unit position that his/her seniority would entitle him/her to, provided such employee has the ability to perform the job.

G. Multiple hires on any given day shall have their seniority established by lottery as conducted by the College. The seniority rank shall be established and retained during the employees' tenure of employment.

H. Employees who have remained in good standing and transfer into the bargaining unit shall maintain their full seniority from date of hire, for all purposes other than bumping rights and vacation selection.

Seniority for bumping rights and vacations shall be counted from the day the individual transferred into the bargaining unit.

I. A part-time employee who transfers to a full-time position shall be credited with one-half (1/2) of the seniority earned while working part-time.

J. All employees shall begin to accrue seniority from date of initial hire after successful completion of probationary period.

ARTICLE IX

PROTECTION OF EMPLOYEE LIABILITY INSURANCE

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

ARTICLE X

JOB POSTING PROCEDURE

When a vacancy occurs in a position in the bargaining unit, which the College determines to fill, or when the College decides to establish a new unit position, notice thereof shall be posted on the bulletin board at all sites for a period of five (5) working days. First consideration shall be given to qualified employees covered under this Agreement. If two (2) or more equally qualified employees as determined by the College apply for such a position or promotion, seniority will be the determining factor in the selection of the employee to fill such position before any new employee is hired. However, the College has the right to select the most qualified candidate to fill the position. The College agrees to notify the Association when a decision is made.

In the event of a vacancy, the College shall not fill the position without notification and posting as described in this Article.

Vacancies which are temporary shall be filled in accordance with Article I, Section C.

ARTICLE XI

EVALUATIONS AND PERSONNEL RECORDS

A. Evaluations

1. An employee shall be evaluated at least once during each fiscal year by his/her supervisor. The employee will sign the copy of the evaluation to be retained by the College. The signing by the employee means that the employee has read the evaluation and does not mean acceptance. The employee has the right to respond to the evaluation by attachment within fifteen (15) working days of signing evaluation. Except in the event where a conference(s) is held, then such comments must be received within fifteen (15) working days of the conference(s). An example of the type of evaluation form which may be used is attached in the Appendix.

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

B. Personnel Record

1. An employee shall have the right to review the contents of the employee's personnel file, provided that the employee does so in the presence of a member of the Human Resources Office during regular working hours. Any employee wishing to review his/her personnel folder should make such request in writing. The Human Resources Office will contact the bargaining unit member to schedule a mutually convenient time.

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

ARTICLE XII

HOURS OF WORK AND OVERTIME

A. Hours of Work

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

B. Lunch, Dinner and Coffee Breaks

1. Lunch/dinner breaks for those employees working an eight (8) hour shift, shall be one-half (1/2) hour duration. There shall be two (2) coffee breaks for those employees working an eight (8) hour shift. Each coffee break shall be fifteen (15) minutes in duration and shall be provided two (2) times per day in accordance with past practice. Employees who work at least four (4) hours but less than eight (8) hours shall be entitled to a break of fifteen (15) minutes in duration. Lunch and breaks shall be reasonably staggered over an employee's shift to provide coverage.

2. When an employee is required to work through lunch and/or break, every effort shall be made to have the employee take the time prior to the completion of the shift. If the employee is unable to take a lunch break during the employee's shift, then the employee may submit a written request to the Director for compensatory time off, which shall be granted.

C. Summer Hours

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

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

D. Overtime

1. All hours worked in excess of forty (40) hours in any week, shall be paid for at a rate of one and one-half (1-1/2) times the regular straight time rate of pay. Vacation and holiday time will be counted towards the forty hours; however sick time will not count towards the forty (40) hours. This clause applies to full-time employees only.

2. All hours worked by part-time employees in excess of eight (8) hours in any day shall be paid at a rate of one and one-half (1-1/2) times the regular straight time rate of pay.

3. Overtime shall be assigned, as needed, on a campus-by-campus and shift-by-shift rotating basis. However, if all employees on that campus refuse, then the overtime will be offered to the general seniority listing. In the event that no officer accepts the overtime, the least senior full-time officer on the affected campus shall be

required to accept and work the assignment. The least senior full-time officer on the affected campus shall not be required to work more than sixteen (16) hours of overtime or two occurrences in a forty (40) hour work week. In that event, the next least full-time senior officer shall accept and work the overtime.

4. An employee shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay for work performed on a Saturday, provided that, Saturday does not fall within the employee's regularly scheduled work week. This applies to full-time employees.

5. An employee shall be compensated at a rate of two (2) times the employee's regular rate of pay for work performed on a Sunday, provided that, Sunday does not fall within the employee's regularly scheduled work week. This applies to full-time employees.

6. An employee who is scheduled to work Saturday overtime or who is scheduled to work a special event shall be guaranteed a minimum of four (4) hours of work or pay in lieu thereof. The above shall not apply to an employee who is scheduled for overtime during the employee's work week, in which case the minimum guarantee shall not apply.

7. In the event the College requires an employee to take a job related course such as C.U.P.S.A. which is held other than during their normally scheduled hours, the employee shall be compensated at one and one-half (1-1/2) times the employee's straight time rate for the hours spent in class and travel. The College will adjust the workday to include the course and the employee will be eligible for overtime pay for any hours worked which result in more than a forty hour workweek.

8. The College will offer as necessary in-service training courses such as CPR, First Aid, and OSHA for employees during regular working hours or during other than normally scheduled hours. If such courses are scheduled at times other than during normally scheduled hours, the employees shall be compensated at one and one-half (1 1/2) times the employee's straight time rate for the hours spent in class.

ARTICLE XIII

VACATION DAYS

A. The vacation year (period of time during which vacations may be taken) will begin on July 1st and end on the following June 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 1st, retroactively to the date of hire, according to the following schedule:

1. For those employees who were on the payroll before July 1, 1998:

a. During the first year of employment, 5/6 vacation day per month of service.

b. After one (1) full fiscal year of continuous employment, but less than two (2) full fiscal years of service, ten (10) vacation days, to be earned at a rate of 5/6 days per month.

c. After two (2) full fiscal years of continuous employment, twenty (20) vacation days to be earned at the rate of 1.66 days per month.

d. After five (5) full fiscal years of continuous employment, twenty-four (24) vacation days to be earned at the rate of 2 days per month.

2. For those employees who are hired after July 1, 1998:

a. Up to but less than two full fiscal years of continuous service, vacation will be earned at the rate of one-half (1/2) days per month with a maximum of six (6) days accrued per year.

b. After two (2) full fiscal years of continuous service, vacation will be earned at the rate of 1.25 days per month with a maximum of fifteen (15) days accrued per year.

c. After five (5) full fiscal years of continuous service, vacation will be earned at the rate of 1.66 days per month with a maximum of twenty (20) days accrued per year.

C. For purposes of calculating vacation earned, any presently employed part time employee who successfully bids into a full time position will be considered as a new employee.

D. The College encourages employees to take vacations when classes are not in session. In the event an employee wishes to take vacation during the school year, then every effort will be made to accommodate the employee's request, subject to the supervisor's approval, which shall not be unreasonably withheld.

E. Upon termination, all accumulated vacation time shall be paid to the employee; however, no employee shall receive accrued vacation unless the employee has given at least two (2) weeks notice, where possible, in advance of the employee's resignation.

F. Vacation days may be carried over from one year to the next. The total accumulation of vacation time carried into the following year shall not exceed one year's accrual.

G. Part-time employees hired prior to June 30, 1995 shall accrue vacation for the months worked from July 1st through the following June 30th based on the number of years of service as indicated below:

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

10 - 15 years	4 work weeks
15 or more years	5 work weeks

All part-time employees hired after July 1, 1995 and before October 1, 2004 shall receive the following vacation:

Security Officers:

During the first year of employment	two (2) days
After one (1) full fiscal year of continuous employment	four (4) days

All part-time employees hired after October 1, 2004 will not be eligible for paid vacation leave.

ARTICLE XIV

HOLIDAY AND HOLIDAY PAYMENT

A. Full-time employees shall be entitled to the following ten (10) regular holidays:

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

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

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

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

D. An employee who is required to work on a holiday, or the designated observance of a holiday, shall receive his/her normal day's pay and an additional pay at the rate of time and one-half (1-1/2) for hours worked.

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

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

G. A full time security officer scheduled to work Christmas Eve or the designation thereof shall be paid at the straight time rate for his/her regular shift plus an additional two (2) hours (or the number of hours to complete a shift). Second (2nd) and third (3rd) shift officers should receive a payment equal to the first (1st) shift premium plus the shift differential for their respective shift.

H. To be eligible for holiday pay, an employee must have been employed by the College for a period of thirty (30) days of employment and must work his/her regularly scheduled work day prior and his/her regularly scheduled work day subsequent to the holiday unless he/she has previously scheduled an approved vacation.

I. Part-time Employees

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

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

ARTICLE XV

SICK LEAVE

A. During the period July 1, 2001 through June 30, 2004, an employee shall accrue sick days at the rate of 0.833 days per month; no maximum will exceed ten (10) days.

B. Unused sick days may be carried over from year to year and will be applied to the waiting period before temporary disability payments begin, during temporary disability (one (1) sick day for each three (3) days of disability) and the period after temporary disability payments end and long term disability payments commence.

C. After completion of one (1) full fiscal year of service, or July first, whichever is sooner, an employee shall be eligible for immediate use of days earned up to the maximum amount of days.

D. Employees must call in absences due to illness and the extent of the illness to their immediate supervisor before the start of their shift each day. An employee who uses more than three (3) consecutive days 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.

E. If the College determines that sick leave of a given employee is being abused or a pattern of absence is noted, it reserves the right to request reasonable proof of illness from the employee's doctor. Employees who use more than three (3) sick days per quarter and/or six

(6) sick days per fiscal year will be required to submit a doctor's note for each additional day taken for the balance of the fiscal year.

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

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

H. Part-time employees hired prior to June 30, 1995 shall accrue two (2) sick days every three (3) months for a total of eight (8) days per fiscal year. Part-time employees may carry over sick days from one year to the next.

All part-time employees hired after July 1, 1995 and before October 1, 2004 shall receive the following sick days:

Security Officer:

During the first year of employment	two (2) days
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After one (1) full fiscal year of continuous employment	four (4) days
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All part-time employees hired after October 1, 2004 will not be eligible for paid sick leave benefits.

ARTICLE XVI

BEREAVEMENT LEAVE

A. In the event of the death of a full-time employee's legal spouse, mother, father, or child, the employee shall receive pay for the five (5) consecutive work days following the death on which the employee would have otherwise worked.

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

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

D. Such reimbursement shall be paid at the employee's regular straight time hourly rate of pay for a period not to exceed eight (8) hours per day and is limited to absences occurring when the employee would have otherwise worked. Bereavement shall be paid for the period of time when an employee is on vacation or celebrating a holiday, provided that the deceased is a relation classified under Paragraphs A or B.

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

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

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

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

ARTICLE XVII

UNIFORM CLEANING ALLOTMENT

A. Upon submission of employee dry cleaning receipts, the College shall reimburse full-time, actively employed, bargaining unit members for cleaning expenses up to a maximum of thirty-five dollars (\$35.) per month during the effective date of this Agreement. Part-time employees shall receive up to twenty-two dollars (\$22.) per month during the effective dates of this Agreement.

B. Reimbursement for uniform cleaning shall be paid during the first (1st) pay period of the following quarter.

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

D. All bargaining unit members shall be issued and required to wear the following uniform articles:

Summer Uniforms

1 summer cap
3 short-sleeved shirts
2 pair trousers

Winter Uniforms

1 winter cap
3 long-sleeved shirts
2 pair trousers
1 winter jacket (when necessary
and where needed)
1 tie

E. The College shall pay each bargaining unit member up to SEVENTY-FIVE DOLLARS (\$75.00) each year of the contract for the purchase of black uniform shoes. The payment shall be made on or about July 1 of each contract year upon the submission of proof of purchase by the member. All employees are expected to wear uniform black shoes, and failure to do so may result in disciplinary action

ARTICLE XVIII

TUITION REMISSION, TUITION REIMBURSEMENT, JOB RELATED COURSES,
BOOK STIPEND, C.U.P.S.A. CERTIFICATION, AND
FIRST AID TRAINING

A. Tuition Remission

1. The College agrees to accord to full-time members of the Association and their dependents free tuition in any course of study at the College, provided space is available and they meet the normal College requirements for admission to credit courses. This benefit covers tuition costs, laboratory fees, and general fees. Additional expenses for books, supplies, materials, and any other fees shall be paid for by the student.

2. No member of the Association may enroll in, or take, courses during his/her work day, which includes the time period designated as lunch break.

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

B. Tuition Reimbursement

The College agrees to provide tuition reimbursement for full-time permanent employees covered by this Agreement for up to twelve (12) credit hours per academic year for the following:

1. Undergraduate courses leading to a baccalaureate degree provided that the employee possesses an associate's degree, or its equivalent (60 credit hours) and 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.

3. Payment will be made once a year, on or about July 31st for courses taken in the preceding academic year.

C. The College and the Association agree to establish a Staff Development Training Committee to recommend in-service training courses for employees. The Committee shall be comprised of two representatives appointed by the College and two representatives appointed by the Association. The joint Committee shall make its recommendations to the Director of Public Safety. By January 1, 1996, the Staff Development Training Committee shall prepare a Staff Development Training Plan for employees for submission to the Director of Public Safety. The Director of Public Safety will have final approval of the Committee's recommendations.

D. Book Stipend

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

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

E. C.U.P.S.A.

All public safety staff employees who possess CUPSA certification or its equivalent and were on the payroll July 1, 1998 will be paid according to the provisions detailed on the side bar letter at the end of this agreement

F. All employees are required to attend first aid training courses and must be certified as required by the course. All full-time bargaining unit members on the College payroll as of June 30, 1998 shall receive the first aid stipend of four hundred dollars (\$400.) annually. Payment is to be made in two payments of \$200 each, one on July 1 of the fiscal year and one on January 1 of the fiscal year.

ARTICLE XIX

SNOW CLOSINGS AND EMERGENCY CLOSINGS

- A. It is expected that the security employees will continue to make an effort to report to work when school has been closed due to snow, or other emergencies, unless contacted by the Director of Public Safety, or his/her designee, not to.
- B. If any employee is directed to stay home, he/she will suffer no loss in his/her day's pay.
- C. If an employee is not asked to stay home and he/she successfully reports to work, he/she will receive his/her normal day's pay and a minimum of an additional four (4) hours pay at straight time, even if he/she is immediately sent home.
- D. If an employee is called specifically to report to work, he/she will receive his/her normal day's pay and an additional pay at the rate of straight time for each hour worked up to eight (8) hours, after which he/she will be compensated at the rate of time and one-half (1-1/2).
- E. If an employee does not report to work and does not report to the Director of Public Safety, informing him/her of the circumstances for the absence and the reason as to why he/she did not telephone, he/she may be in jeopardy of losing that day's pay. It is incumbent upon the employee to report to the Director of Public Safety on the first day the College is reopened, or as soon as can be mutually agreed upon, to submit an explanation for his/her actions. Each such situation will be

individually reviewed, and a final determination in writing will be issued to the employee.

F. If an employee is working and the College is closed prior to the end of his/her regular shift, the Director of Public Safety shall have the option of sending the employee home early or having the employee complete his/her normal shift. If the employee is sent home early, he/she shall not suffer any loss of wages for the day. If the employee is retained until the end of his/her shift, he/she will be entitled to pay at the rate of time and one-half (1-1/2) for those hours worked beyond the closing time of the College.

G. These guidelines shall be applied separately and exclusively to each shift. That is, if the College's normal schedule of opening is interrupted, the guidelines will be applied only to those shifts affected by the interruption.

H. Part-time Employees

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

ARTICLE XX

LEAVES

A. LEAVE OF ABSENCE DUE TO ILLNESS, INJURY OR PREGNANCY

An employee must notify the College as soon as it is practical of the employee's illness, injury or pregnancy and the anticipated duration of the absence.

For the protection of the employee, an individual desiring to work during pregnancy shall furnish the Human Resources Office with a physician's certification, indicating the expected date of birth and the physician's opinion as to how long the employee may continue to work.

Any employee returning from temporary disability must furnish the Human Resources Office with a statement from his/her physician of the employee's ability to resume normal job duties.

The employee's accumulated sick days shall be applied during the waiting period before temporary disability payments begin, during temporary disability (one (1) sick day for each three (3) days of disability) and the period after temporary disability payments end and long term disability payments commence.

B. FAMILY LEAVE

Employees may apply for Family Leave in accordance with applicable Federal and State law and in accordance with College policy.

C. MILITARY SERVICE

Any employee who is called to active duty in the Armed Forces of the United States upon being discharged in good standing from such service, shall 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.

E. UNPAID LEAVES

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 Director of Public Safety, 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 Director of Public Safety of the employee's decision to return from a leave at least two (2) months before the expected date of return.

ARTICLE XXI

PROBATIONARY PERIOD

A. It is expressly understood and agreed that the first one hundred twenty (120) calendar days of employment of any newly-hired employee shall be a trial period, during which the College shall have the unqualified right to dismiss or transfer such new employee. However, the employee will receive a post probationary wage increase after thirty (30) days.

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

C. Part-time employees and parking attendants shall be covered by the provisions of this Article.

ARTICLE XXII

FITNESS REVIEW FOR EMPLOYEES

Given cause the Director of Public Safety may require a medical examination of an employee to determine the employee's fitness to continue to perform the requirements of the job. The examination will be conducted by a physician whose selection shall be by mutual agreement and the cost not covered by the employee's health insurance plan will be covered by the College.

ARTICLE XXIII

EMERGENCY CALL IN OR CALL BACK PAY

An employee who is called in to work before the employee's regularly scheduled shift or is called back after completing his/her regularly scheduled shift shall receive pay for all work actually performed with a minimum guarantee of four (4) hours work or pay in lieu thereof. If an employee is called back to work before leaving the premises, the employee shall have been deemed to have worked continuously. This Article shall also apply when an employee is called in on Saturday or Sunday.

ARTICLE XXIV

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 New Jersey State Health Benefits Program as mandated by the State. 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 full-time unit members and their eligible dependents. Increased cost in monthly dental premium beyond the \$41.93 base rate payment will be shared equally by the College and by the employee. Employees moving between coverage levels shall only be required to pay the premium above the base of the coverage level in which they are enrolled. 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 all established by the Public Employees Retirement System and shall be in accordance with applicable law. Upon commencement of employment, it is the obligation of the employee to contact the Human Resources Office to complete the necessary application forms, prior to employee eligibility dates.

E. Temporary Disability Benefits

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

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

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

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

I. The College will reimburse a unit member for the difference between the cost of a complete annual physical examination by a physician of the unit member's own choosing and reimbursement for the same from the New Jersey State Health Plan. Reimbursement shall not exceed \$100. per contract year.

J. Only those part time employees who have been hired prior to October 1, 2004 are covered by a Temporary Disability Program.

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 which were or could have been subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

WAGES

A. Effective July 1, 2004, Public Safety Association members will be paid within the following range:

MINIMUM - \$12.50 PER HOUR OR \$26,000 ANNUALLY

MAXIMUM - \$21.00 PER HOUR OR \$43,680 ANNUALLY on 7/1/04.

MAXIMUM - \$21.84 PER HOUR OR \$45,427 ANNUALLY on 7/1/05.

MAXIMUM - \$22.71 PER HOUR OR \$47,244 ANNUALLY on 7/1/06.

B. All unit members who are on the payroll on the following effective dates will receive the following percentage increases applied to their base annual salaries:

1. Effective July 1, 2004: 4%

2. Effective July 1, 2005: 4%

3. Effective July 1, 2006 4%

C. The shift differential for all unit members will be:

1. an additional \$.35/hour for the evening shift

2. an additional \$.50/hour for the night shift

D. The starting salary for Parking Lot Attendants will be:

Effective Date	Hourly Salary
JULY 1, 2004	\$10.15
July 1, 2005	\$10.56
July 1, 2006	\$10.98

Article XXVIII

DISCIPLINE AND DISCHARGE

A. NON-DISCHARGEABLE OFFENSES FOR WHICH AN EMPLOYEE MUST BE WARNED

Should the College decide to impose disciplinary action due to a violation which 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 Director of Public Safety or his/her designee shall meet with the employee to outline what the employee must do to correct the violation(s). Should the violation(s) recur after the verbal warning, then a written warning may be given. A recurrence after the warning will result in further disciplinary action, including suspension and discharge.

B. DISCHARGEABLE OFFENSES. Should an employee commit a wrong which is so severe that it may be cause for immediate dismissal, including theft, being under the influence of drugs or alcohol, refusal to accept a legitimate and appropriate work assignment, and assault. The College shall apprise the employee of the reason and may discharge the employee immediately.

C. After a period of three years from the date of the disciplinary letter, said letter shall be removed from the employee's personnel file, provided no infractions of the same type have occurred.

ARTICLE XXIX
NON-DISCRIMINATION

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

ARTICLE XXX

PARKING LOT ATTENDANT

A. The duties of a parking lot attendant are:

1. controls proper parking procedures, issues citations for parking violations to insure smooth flow of traffic

2. patrols assigned parking lot on post to insure security of College lots

3. provides directions and assistance to campus visitors

4. reports traffic, safety and/or security infractions to security officers and/or the Director of Public Safety or his/her designee

5. operates two-way radio as needed

6. performs all duties related to position

ARTICLE XXXI

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of the date hereof, and shall remain in full force and effect to and including June 30, 2007. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than March 30th, nor later than April 30th, of the year in which the Agreement is to expire of a desire to change, modify, or terminate this Agreement.

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

UNION COUNTY COLLEGE

PUBLIC SAFETY ASSOCIATION

UNION COUNTY COLLEGE

Side Letter Agreement #1

All public safety staff employees who possess CUPSA certification or its equivalent and were on the payroll July 1, 1998 and who continue to be on the payroll on the following dates will be paid according to the provisions detailed below:

STIPEND PAYMENT - ONE TIME PAYMENT ON THE FOLLOWING EFFECTIVE DATES:	SALARY INCREMENT - TO BE ADDED TO ANNUAL SALARY ON THE FOLLOWING EFFECTIVE DATES:
July 1, 2001 - \$500.00	July 1, 2001 - \$500.00
Jan. 1, 2002 - \$500.00	
July 1, 2002 - \$500.00	July 1, 2002 - \$500.00
Jan. 1, 2003 - \$500.00	
July 1, 2003 - \$500.00	July 1, 2003 - \$500.00
Jan. 1, 2004 - \$500.00	
July 1, 2004 - \$500.00	July 1, 2004 - \$500.00
Jan. 1, 2005 - \$500.00	
July 1, 2005 - \$500.00	July 1, 2005 - \$500.00
Jan. 1, 2006 - \$500.00	

ALL C.U.P.S.A.PAYMENTS WILL TERMINATE AFTER THIS FIVE YEAR TIME PERIOD.

For Union County College

For UCC Security Association

Date: _____

Date: _____

L:Public safety agreement