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**AGREEMENT**

**between**

**The Board of Trustees**

**of**

**Middlesex County College**

Bd. of Trustees

**and**

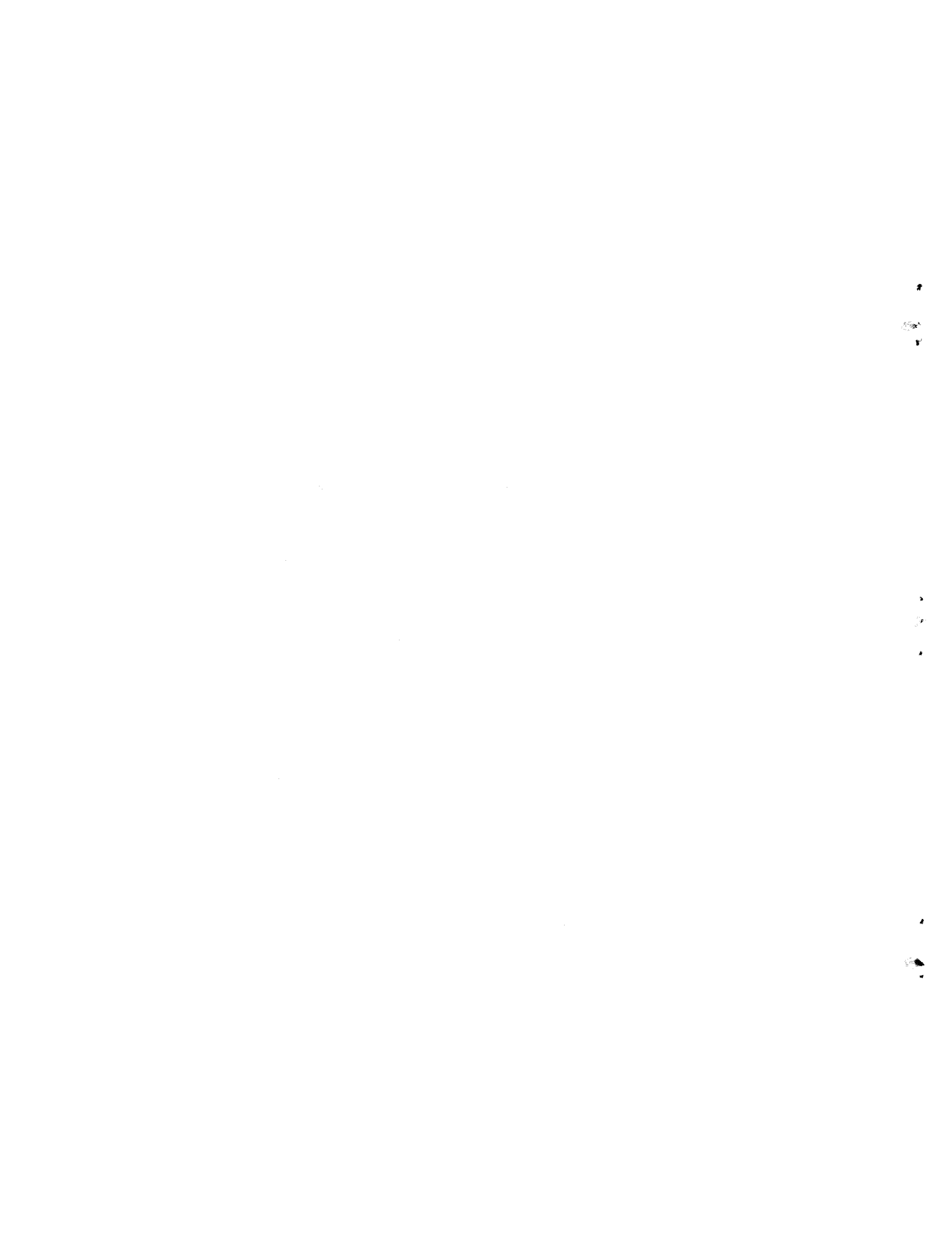
**American Federation of State, County,**

**and Municipal Employees Union**

**Local 2269**

ATSCME,

X **July 1, 1979 - June 30, 1981**



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**ARTICLE I  
RECOGNITION**

The Middlesex County College Board of Trustees recognizes the American Federation of State, County, and Municipal Employees Union, Local 2269, for the duration of this contract as the sole and exclusive bargaining agent for all permanent regular full-time and permanent part-time non-academic clericals, secretaries, technicians, machine operators, early childhood care assistants, early childhood aides, and teacher aides employed by Middlesex County College. All other employees of the College, including but not limited to clerical staff of the President's Office, clerical staff of the Vice President for Academic and Student Affairs, clerical staff of the Director of Personnel Services, secretary to the Vice President for Finance, secretary to the Director of Employee Relations, secretary to the Executive Assistant Vice President, Bookstore and Cafeteria personnel, students, academic faculty, counselors, librarians, Department Chairpersons, Deans, Assistants to the President, Controller, Assistant Controller, Directors, Coordinators, College Engineer, Office Supervisors, custodians and maintenance personnel, casual and temporary employees, police, confidential, professional and supervisory personnel as defined in the Act are excluded from the bargaining unit.

The Board of Trustees and Local 2269 may include additional classifications and job titles upon mutual agreement and they will be made part of this Agreement.

**ARTICLE II  
DEFINITIONS**

**A Permanent Regular:**

An employee whose normal schedule is thirty-five (35) hours per week or more, but not more than forty (40) hours per week and is employed on a ten (10) or twelve (12) month basis. Permanent regular employees are eligible for all benefits described in the Agreement.

**B Permanent Part-Time:**

For the purpose of this contract, an employee whose normal schedule is less than thirty-five (35) hours per week, but works twenty-five (25) or more hours per week and who is employed for at least ten (10) months per year. Permanent part-time employees are eligible for the Retirement and Group Life Insurance Plan pursuant to the provisions of Section 5, Chapter 242, Public Laws of 1969. Permanent part-time employees are eligible for the Health Insurance Plan only when they are employed for thirty (30) hours per week or more. Permanent part-time employees are eligible to receive holiday, vacation, and paid sick leave benefits on a modified basis as defined under the appropriate sections of the Agreement, but only when they work at least twenty-five (25) hours per week.

**ARTICLE III  
AGREEMENT CLAUSE**

This Agreement shall constitute the full and complete commitment between both parties and may be added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which shall be contrary to or inconsistent with its terms. The provisions of this Agree-

ment shall be incorporated into and be considered part of the established policies of the Board of Trustees.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement unless by voluntary mutual consent.

**ARTICLE IV  
UNION RIGHTS**

**A Leave for Union Activity**

The Board agrees to provide leave of absence with pay to permit Union delegates to attend conventions, conferences, or education classes, provided that the total amount of released time with pay, between July 1, 1979 and June 30, 1981, shall not exceed twelve (12) days, not to exceed one (1) bargaining unit member per department, nor three (3) unit members per event.

Permission for released time must be obtained from the Director of Personnel Services and the immediate supervisor two (2) weeks prior to the event. Names and times of persons attending Union conventions, conferences, or educational classes shall be certified in writing to the Director and the supervisor by the President of the Union.

Permission for such released time shall not be unreasonably withheld. Leave not utilized during the life of this contract shall not be accumulated.

**B Union Representatives**

1 Authorized representatives of AFSCME, who are not employees of the College, may be admitted to the premises of the College.

At the time they enter the college premises, the representative(s) shall make his/her presence and destination known to the office of the Director of Personnel Services if such visit is during working hours. Campus visitation by Union representatives shall not interfere with normal college operations.

2 Duly authorized representatives of the Union and employed by the College, and certified by the President of the Union in writing to the Director of Personnel Services, shall be permitted to transact official Union business on College property provided that it shall not interfere with nor interrupt normal College operations and subject to agreement by the Director of Personnel Services. Such agreement shall not be unreasonably withheld.

**C Union Use of College Equipment**

The College agrees to allow the Union to use College typewriters, spirit duplicators, adding machines and copying machines in the residential area for legitimate Union business provided all materials and supplies used in the operation of the machines are supplied by the Union and the use of the machines does not interfere with normal College operations and approved by the Director of Personnel Services.

**D Union Use of College Internal Mail System**

Authorized Union personnel may make reasonable use of the internal College mailing system as long as it does not interfere with normal College operations and is approved by the Director of Personnel Services.

## **E Union Purchase of College Equipment**

Within the term of this Agreement, the Union, upon request by the Union President, shall be notified by the College of office equipment which is about to be replaced, and the name(s) of the companies purchasing the used office equipment. The Union is then free to negotiate with the companies for the purchase of the used equipment.

## **F Union Right to Information**

The College agrees to provide the Union President or Secretary/Treasurer with necessary public documents that will aid the Union in negotiations and grievance processing.

The College is, however, under no obligation to provide any public documentation altered to fit specific Union needs.

## **G Union Right to Bulletin Board Space**

The College shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice posted shall bear the name of the person or organization responsible and a removal date.

## **H Posting of Job Vacancies**

Notice of all vacancies and new positions shall be posted on a designated employee bulletin board, location to be agreed upon by the parties, for a period of five (5) calendar days. A copy of the notice shall be furnished to the Union President prior to posting.

Notices of vacancies and new positions shall contain classification, summary of job description, location, pay rates, hours of work and bargaining unit.

Members of the bargaining unit who are applicants for openings shall be notified of the disposition of their application prior to the publication of the name of the successful applicant.

The College agrees not to advertise or publish job vacancies other than Grades One (1) and two (2) off campus until the Personnel Director has determined that no employee possessing the necessary job qualifications has bid on the job.

If two or more equally qualified employees apply for the position, seniority shall be the determining factor.

An employee who is hired into any position or who successfully bids into any position covered under this bargaining agreement and who has successfully completed the ninety (90) day probationary period may not transfer or bid for a position in the same classification for a full calendar year from the date of hire or successful bid. The application of this provision may be subject to review by the Director of Personnel Services.

## **I Dues Deduction**

The College agrees to honor each properly completed and signed AFSCME Local dues deduction authorization form in accordance with the New Jersey Public Employee's Dues Deduction Law, N.J.S.A. 52:14-15.9e. Deductions will be made from an individual's gross pay twice a month.

Upon termination of employment, a final dues deduction not to exceed the regularly scheduled amount shall be made from the last pay owed the individual. The College shall have no obligation to collect or transmit monies to AFSCME Local for unpaid dues.

A dues deduction authorization form, agreed to by the Union and the College, will be considered valid for the term of this Agreement. The Treasurer of the Union shall notify the Personnel Director of any change in the amount of dues or assessments to be deducted thirty (30) days prior to the intended effective date of such change.

All dues collected by payroll deduction in the preceding month will be transmitted by College check together with an itemized statement to the Treasurer of the union by the tenth (10) day of the succeeding month.

The union shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall rise out of reliance upon dues deduction authorization forms submitted.

## **ARTICLE V**

### **EMPLOYEE FRINGE BENEFITS**

#### **A Paid Holidays**

The following days only shall be recognized as paid holidays for bargaining unit members:

New Year's Day  
Presidents' Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

Two designated days to be set for fiscal year 1979-80 according to the academic calendar.

For the purpose of this Agreement, any of the above designated holidays which fall on Sunday shall be observed on the following Monday, and any falling on Saturday shall be observed on the preceding Friday.

Permanent part-time employees shall be paid for the holidays listed above, when performing no work thereon, at the rate of their straight-time hourly earnings for the number of hours they normally would have worked if the day was not a holiday.

Bargaining unit members shall be paid double-time for all hours worked on a holiday. The College shall make an earnest attempt to notify the bargaining unit members that the person may be requested to work on any of the above holidays.

To qualify for holiday pay, the bargaining unit member must be on the active payroll of the College and must have worked the full regularly scheduled workday immediately preceding the holiday and the regularly scheduled workday immediately following the holiday, unless the absence is authorized by the Director of Personnel Services and/or the immediate supervisor.

#### **B Vacation**

Following three months of continuous full-time employment, employees shall be credited with three days vacation leave; and vacation shall accumulate thereafter at the rate of one (1) day per full month worked.

After the completion of three years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1½) days per full month worked.

After the completion of five years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.

Vacation leaves shall be taken after notification and approval by the immediate supervisor. Supervisors shall, in the Spring, develop a vacation schedule with consideration given to seniority and needs of the department.

Should an employee decide to request vacation other than the established vacation schedule, the employee shall provide the supervisor with at least ten (10) days advance notice.

Vacation allowance may accumulate to a maximum of the earned rate cited above for any given twelve (12) month period.

If an employee becomes ill during five (5) or more of his/her vacation days, the employee may request that a portion of the vacation during which he/she was ill be converted from vacation time to sick leave provided that the employee was hospitalized during the vacation period. Eligibility for such conversion is dependent upon acceptable evidence of hospitalization.

The rate of vacation pay for permanent part-time and permanent full-time employee shall be the employee's regular straight-time rate of pay in effect for the employee's vacation period unless the pay period immediately precedes a contract raise date and then the employee shall receive the higher rate.

Permanent part-time employees shall accumulate vacation leave as outlined above, but shall receive pay prorated on the basis of the average straight time hours worked per day during the preceding two month period.

Permanent members of the bargaining unit or the bargaining unit member's estate shall be entitled to be paid for accumulated vacation upon death, retirement, or resignation, provided that any resignation must be preceded by a minimum of two weeks written notice to the immediate supervisor.

#### **C Health Benefit Plans**

A health benefit plan including major medical coverage and a dental plan shall be provided by the College. The health benefit plan and dental plan shall be provided at no cost to the employee and his/her dependents provided:

- 1 The employee works thirty (30) hours or more per week.
- 2 The employee has completed three (3) months of continuous service.

#### **D Retirement**

The College agrees to provide retirement benefits in accordance with the appropriate New Jersey Statutes.

#### **E Education Assistance**

- 1 All employees covered by this Agreement will be permitted to take courses offered by the College without tuition charge, provided that the admission requirements are met.

Lawful dependents of the employee shall also be eligible for tuition-free entrance to College courses if they meet admission requirements.

If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee and the College, the supervisor and the employee, in cooperation with the

Personnel Department, may reschedule the employee's work hours to allow participation during working hours.

- 2 A member of the bargaining unit may receive an additional \$10.00 per credit hour in salary for each approved credit of course work directly related to job function and \$5.00 per approved credit hour in salary for course work required in achieving a degree in a related field, subject to the following provisions:

- A A written request shall be submitted to the Supervisor and Director of Personnel Services for approval prior to enrollment in the course.
- B The approved monetary payment shall be made upon receipt by the Supervisor and Director of Personnel Services of a grade transcript indicating a passing grade of C or better. Transcripts are to be submitted in the months of February, June and August.
- C Up to 12 credit hours per fiscal year may be approved.
- D Denial of approval shall not be grievable.
- E Said provisions are to be retroactive to September 1, 1979.

### **ARTICLE VI PAID LEAVES OF ABSENCE**

#### **A Sick Leave**

- 1 Following three (3) months of employment, employees in the bargaining unit shall be entitled to one (1) day sick leave for each month worked with a maximum of twelve (12) days sick leave per fiscal year.
- 2 Permanent part-time employees who work twenty-five (25) hours per week or more, shall be entitled to one (1) day sick leave for each month of service worked with a maximum of twelve (12) days sick leave per fiscal year. Payment for sick leave will be based on the number of hours the individual would have worked that day had the individual not been sick.
- 3 The College may require proof of illness of an employee on sick leave whenever such requirements appear reasonable.
- 4 If an employee is absent due to sickness, the Supervisor shall be notified prior to the employee's starting time.
- 5 Sick leave days not used during the year shall be accumulated from year to year.

#### **B Family Illness**

Permanent employees shall be entitled to three (3) days per year for sickness in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, father-in-law, and mother-in-law.

Permanent employees hired after January 1 shall be entitled to one (1) day for sickness in the immediate family from the date of hire to June 30.

If an employee is to be absent, the Supervisor shall be notified prior to the employee's starting time.

### **C Funeral Leave**

- 1 Permanent employees shall be entitled to a maximum of four (4) consecutive days of absence with pay immediately following a death in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, brother, sister, father-in-law, or mother-in-law.

When a death occurs in the immediate family as defined above, and the employee is on vacation, the employee may have the right to convert up to a maximum of four (4) days to bereavement leave.

- 2 Employees shall be entitled to one (1) day with pay to attend the funeral of a relative who is not a member of the immediate family.

### **D Jury Duty**

The College will grant permanent employees time off for jury duty and will pay the employee the difference between the employee's jury pay and the employee's regular straight-time during the regular workweek. The employee must present proof to the College of Jury service and the amount paid for such service.

### **E Personal Leave**

Permanent employees shall be entitled up to two (2) days per year for the purpose of transacting or attending to personal, legal, religious, or business matters which require absence during working hours.

Permanent employees hired after January 1 shall be entitled up to one (1) day from the date of hire to June 30 for the purpose of transacting or attending to personal, legal, religious, or business matters which require absence during working hours.

Except in emergencies, the employee shall provide the immediate supervisor and/or Director of Personnel Services one week written notice of intent to take personal leave.

The College reserves the right to deny the request for personal leave as conditions warrant, but authorization shall not be unreasonably withheld.

Personal leave shall not be cumulative and shall not be charged against sick leave. Personal leave shall not be taken in conjunction with vacation or sick leave.

### **F Annual Military Duty**

Permanent employees shall be granted leave of absence to meet annual two (2) weeks military duty field obligations.

The employee must provide the supervisor and the Director of Personnel Services a copy of the official military orders two (2) weeks prior to such leave.

Such leave shall not be charged against vacation time. The employee will be paid the difference between his regular College salary and his service pay for such period.

Employees returning from authorized leaves of absence as set forth above, will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority or other employee rights, privileges, or benefits.

### **G Disability Leave**

Bargaining unit members shall be entitled to one (1) week disability leave per full year of employment at the College at sixty-six and two-thirds (66⅔) of the individual's salary after exhaustion of all accumulated sick leave provided:

- 1 The employee's disability and its continuance is affirmed by acceptable medical evidence.
- 2 The employee has not abused the sick leave benefits by past falsification or misrepresentation of sickness.

## **ARTICLE VII NONPAID LEAVES OF ABSENCE**

### **A Military Leave**

Permanent employees shall be granted military leaves of absence in accordance with the provisions of the Universal Military Training and Service Act and other similar legislation relating to employment rights of persons in the military forces of the United States.

### **B Personal Leave Without Pay**

An employee, upon two (2) weeks advance written notice to the Personnel Services Department and the immediate supervisor, may be granted by the Board up to seventy-five (75) working days per fiscal year, leave of absence without pay or loss of seniority rights for personal reasons.

The request for leave without pay shall state the reasons for the leave and anticipated date of return to employment. Reasons for the leave may include the adoption of children, education, cases of special urgency, an internship program approved in advance by the Director of Personnel Services, or off-campus AFSCME activities. Not more than one leave for AFSCME activities will be in effect at any one time.

Any employee who fails to return to work within four (4) working days after the expiration date of the approved leave shall be deemed to have terminated employment.

An employee accepting employment elsewhere during a leave granted shall be terminated, unless the leave is for off-campus AFSCME activities and AFSCME is paying the employee's salary.

### **C Maternity Leave**

- 1 A maternity leave is to be regarded as a temporary disability and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability without loss of seniority rights.
- 2 Not later than the fourth month, the staff member shall notify the Director of Personnel Services in writing of the condition of pregnancy. Upon notifying the Director of Personnel Services, the staff member shall let it be known as to plans of continuing employment or taking leave of absence not to exceed one year. Notification of pregnancy shall be accompanied by a statement from her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue her normal duties.
- 3 Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
- 4 The bargaining unit member's position or a position of equal grade shall be made available to her within sixty (60) days after written notification to the Director of Personnel Services of her intent to return to full-time employment.



- 5 The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the College during such period.

## ARTICLE VIII WORKING CONDITIONS

### A Call Back Pay

Any employee who is called back to work after completing the regular shift and has left the campus shall be guaranteed a minimum of four (4) hours work at time and one-half or pay in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) minimum guarantee, which are required by the employee's supervisor.

If the employee's call back time work assignment and regular shift overlap, the employee shall be paid time and one-half for the first two hours of work of regular shift assignment. Thereafter, for the balance of the regular work shift, the employee shall be paid the appropriate rate.

### B Rest Periods

Bargaining unit members may take a rest period of not more than fifteen (15) minutes for each half day of work, at times scheduled by the immediate supervisor. A rest period may not be used to cover a bargaining unit member's late arrival to work, extension of lunch hour, or early departure, nor may it be regarded as accumulative if not taken.

### C Overtime

Work in excess of seven (7) hours a day and thirty-five (35) hours a week for thirty-five (35) hour employees; work in excess of eight (8) hours a day and forty (40) hours a week for forty (40) hour employees shall be considered overtime and shall be paid at the rate of one and one-half (1½) times the regular hourly rate of the employee.

When an employee is required to work more than an hour past or more than an hour before the normal workday, the employee shall be entitled to a one-half (½) hour meal period at no loss of pay and a meal allowance of three (\$3.00) dollars.

Overtime shall be voluntary. Nevertheless, each employee is expected to be available for a reasonable amount of overtime work.

Employees shall be compensated at time and a half for work performed on the sixth consecutive day of any workweek.

Overtime checks shall be distributed the first pay period in the following month of which said overtime was worked.

Employees shall be compensated at double time for work performed on Sundays (when not part of their regularly scheduled workweek), or work performed on the seventh workday of any workweek.

The approval of the immediate supervisor must be obtained prior to working overtime.

### D Workweek

Normal hours per day for employees working a thirty-five (35) hour week shall be seven (7) hours each day over a period of five (5) days in a given week, exclusive of one

(1) hour lunch periods. The normal hours per day for employees working a forty (40) hour week shall be eight (8) hours each day, over a period of five (5) days in a given week, exclusive of one (1) hour lunch periods.

The regular starting time of work shifts shall not be changed without five (5) working days notice to the affected employees and without first having discussed such changes and the needs for the same with representatives of the Union.

Present work schedules shall remain in effect as far as practical with full understanding of the operational needs of any given department. The College has the right to set hours within the limits as defined above and determine shifts as operational needs dictate.

### E Shift Differential

Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 7:00 a.m. shall receive an additional twenty (20¢) cents per hour in addition to their regular pay.

### F Emergency Closing

The College and the Union recognize that from time to time the campus may be closed for emergency reasons.

When the College is closed for all staff because of inclement weather, the following employees only will be required to work:

- 1 Switchboard Operators
- 2 Selected Personnel

When the College is closed for all staff and only essential staff are required to work, essential staff will be paid a regular rate of pay plus rate of one and one-half (1½) times their regular salaries for all hours worked. When requested by the employee, because of inclement weather, the College will make an earnest attempt to arrange transportation for essential employees.

### G Health and Safety

The College shall continue to make reasonable provisions for the safety and health of its employees in accordance with the requirements of Federal and State Laws.

The Union agrees to cooperate with the College to the fullest extent to enforce health and safety practices. The Union President or designee, shall meet once a month, if warranted, with the Director of Personnel Services to discuss and/or observe conditions concerning health and safety standards and to make joint recommendations.

### H Subcontracting of Work

If, during the term of this Agreement, the College contracts out or subcontracts work normally performed by employees covered by this Agreement, employees affected will be given priority to continue their employment within their classification or any other position available for which they are qualified.

The College agrees to meet with the Union to discuss all incidents of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.

### I Student Help

The Union recognizes the commitment of the College to its students and to provide students with part-time employment.

Student help will not be used in a manner to permanently replace full-time bargaining unit members.

**ARTICLE IX  
PROBATION, SENIORITY, LAYOFF, AND TERMINATION**

**A Probationary Status**

It is agreed that the first ninety (90) days of employment of any new employee shall be a trial period during which time the College shall have the unqualified right to dismiss such new employee. Dismissal shall not be subject to the grievance provision of this Agreement.

The College may request an extension of the probationary period, with the reasons for the extension given in writing to the Union, for an additional thirty (30) days, where the College believes the probationary period was insufficient. In all cases where this request is reasonably justified, the same will be granted.

**B Seniority**

A newly appointed employee shall be considered probationary and without seniority as outlined in Article IX, Section A.

Seniority is defined as an employee's total length of service with the College, beginning with the employee's last date of hire. Upon completion of the probationary period, seniority shall accumulate until there is a break in service.

New employees retained beyond the probationary period will be considered permanent employees and their length of service shall begin with the original date of employment.

An employee shall be considered to have job classification seniority upon successful completion of a probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

A break in continuous service occurs when an employee resigns, is discharged for cause, retires, or is laid off.

Absence without leave for four (4) days or failure to return from any leave of absence or layoff shall be considered a resignation.

An employee's seniority, when reinstated after a period of layoff, shall be continued retroactively exclusive of the period of layoff.

When an employee is promoted, but does not successfully complete a ninety (90) day probationary period, either in the Supervisor's opinion or by choice of employee, the employee may return to the previous job classification. The employee's seniority and job classification seniority will continue to accumulate during such period.

For the purpose of layoff and recall, the president, vice president, recording secretary, secretary/treasurer, and the chief shop steward shall be granted top seniority within their job classification during their terms of office, provided they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the Director of Personnel Services with a list of names of the individuals holding the positions described as being granted top seniority.

Where ability to perform work is equal, the person with the most seniority shall be given first consideration in promotions, demotions, layoffs, recall, shift assignments and vacation schedules.

The College shall maintain a current seniority list and shall furnish copies of the seniority list to the Union President on June 30 and January 4 of each year.

**C Layoff**

If any condition arises which necessitates a reduction in the number of employees within the bargaining unit, such reduction or recall shall be made in inverse order of job classification seniority. If possible, two weeks prior to a layoff, the College may meet with a Union committee to discuss implementation of the following layoff procedure:

Employees may exercise their seniority first with their own job classification. If there are no employees with less seniority in the employee's job classification then the employee may displace any other employee in the same grade or in a lower grade provided that the employee has greater seniority and possesses the qualifications and skills required of the position. Employees may elect to either accept layoff or exercise their seniority rights in the manner referred to above.

Employees taking a job in a lower grade shall be paid a rate not to exceed the maximum of the lower grade or a 5% decrease in salary should the employee's salary be below the maximum of the grade.

Nothing in the layoff procedure shall be construed so as to prohibit the College from retaining employees without regard to their length of service who have unusual qualifications or abilities, and who are needed to maintain efficiency and quality of operation.

The College agrees to provide permanent employees, subject to layoff, a two-week advance notice.

In recalling employees, the College agrees to notify the employees by certified mail to the employee's last college-recorded address. Any employee who fails to return to work within four (4) working days after receipt of the letter shall be deemed to have terminated employment.

**D Termination**

An employee who resigns shall give a two-week written notice to the immediate supervisor and the Personnel Office. Employees who give less than the required two weeks written notice shall not be entitled to accumulated vacation pay.

No employee who resigns after charges of misconduct have been served upon the person shall be entitled to compensation for accrued vacation pay.

**E Discipline and Discharge**

The College retains the right to discipline and discharge employees for just cause. Permanent employees shall have the right to file a grievance if discharged or disciplined.

**ARTICLE X  
GRIEVANCE PROCEDURE**

**A Definition**

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement, but shall exclude any alleged understanding, practice, or other matters outside the terms of this Agreement.

## **B Procedure**

### **Step One: Informal — Immediate Supervisor**

Within seven (7) days of the time a grievance arises or within seven (7) days of the date when the grievant should know of its occurrence, the employee either directly or accompanied by a steward, will present the grievance informally to the immediate supervisor.

Within five (5) working days after presentation of the grievance, the supervisor will render a decision orally to the employee and the steward.

### **Step Two: Formal — Director of Personnel Services**

Within seven (7) days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Director of Personnel Services.

The Director will arrange a meeting at a mutually agreeable time and place not later than seven (7) working days after receipt of the written grievance. The aggrieved party and steward shall be entitled to be present at the meeting.

The Director shall give a written answer to the grievance to the employee and the Union within seven (7) working days after the meeting, or within such additional period of time that may be mutually agreed upon.

A group grievance, one that may affect a group of employees, may be presented by the Union at Step Two.

### **Step Three: Director of Employee Relations**

Within five (5) working days after receiving the decision of the Director of Personnel Services, an appeal of the decision may be made by the Union or the employee to the Director of Employee Relations. It shall be in writing and accompanied by a copy of the decision at Step Two.

Not later than ten (10) working days after receipt of the appeal, the Director of Employee Relations or designee, shall hold a hearing on the grievance.

Within ten (10) working days after the hearing, the Director of Employee Relations or designee, shall render a decision in writing.

### **Step Four: Final and Binding Arbitration**

In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Union may appeal the dispute within ten (10) working days to arbitration.

The aggrieved party shall propose in writing a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

The arbitrator shall conduct a hearing at a mutually satisfactory time and place, but not later than thirty (30) days after filing for arbitration.

The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the Union, and the employee or employees involved, subject to the limitations specified in this Agreement.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step Two.

The expenses and fees of the arbitrator shall be shared equally by the College and the Union.

The arbitrator's function is to interpret the provisions of the Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, or alter the scope or meaning of the Agreement of any provisions therein, nor entertain jurisdiction of any subject matter not covered by the Agreement. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.

## **C Miscellaneous**

- 1 The Union or the employee may not present any allegation at Step Three or Step Four not presented at Step Two.
- 2 Hearings and meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 3 When a group grievance is filed, Union representatives and grievants, not to exceed a total of ten (10), may appear at each step of the grievance procedure, commencing at Step Two.
- 4 Time limits provided in this grievance procedure may be extended by mutual agreement.
- 5 The grievance procedure established here shall be the sole and exclusive remedy available to an employee or the union for resolving disputes arising under this Agreement. If any subject matter which is or might be alleged as a grievance is instituted in any administrative action before a governmental board or agency, then such administrative procedure shall be the sole remedy and a grievance under this Agreement shall no longer exist.
- 6 Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the Public Employment Relations Commission a list of arbitrators, and will agree upon a panel of three arbitrators, obtaining additional lists, if necessary. The parties shall furnish the Public Employment Relations Commission the names of the arbitrators selected. Thereafter, the Public Employment Relations Commission shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.

## **D Informal Discussions**

- 1 An employee who has a complaint or dispute related to terms and conditions of employment which does not stem from a question of the interpretation, meaning application, or claimed violation of this agreement, has the right to discuss that complaint with his or her immediate supervisor in an effort to seek a mutually satisfactory solution to the problem. If the complaint cannot be resolved with the supervisor, the employee is entitled to discuss the problem with the department or division head. If the situation cannot be resolved at this level, the employee is free to bring the problem to the Director of Personnel Services who will attempt to bring the appropriate parties together to find a solution to the problem. The employee may at his/her discretion be accompanied by a Union representative at any of the aforementioned discussions.

ARTICLE XI  
**SALARY AND CLASSIFICATION SCHEDULE 1979-80**

GRADE	MINIMUM	MAXIMUM	TITLES
1	\$ 6,770	\$ 9,749	A. V. Aide Account Clerk II Child Care Relief Worker Administrative Aide III Switchboard Operator Machine Operator Child Care Cook
2	7,279	10,480	Library Assistant *Messenger *Dispatcher Studio Assistant Laboratory Coordinator III Recreation Room Supervisor
3	7,825	10,865	Account Clerk I Administrative Aide II *Mail and Parcel Carrier Secretary II Senior Library Assistant Data Control Clerk
4	8,411	12,111	Child Care Aide Correspondence Secretary Teacher Aide Theater Assistant Equipment Aide
5	9,042	12,555	Laboratory Coordinator II Offset Operator Early Childhood Assistant Nursing Laboratory Assistant Typesetter Administrative Aide I Secretary I
6	9,720	13,497	Athletic Trainer/Equipment Aide Theater Coordinator Costume Coordinator Media Technician Computer Operator
7	10,450	15,048	Laboratory Coordinator I Graphic Arts Specialist
8	11,233	16,176	Senior Computer Operator Graphic Arts Production Assistant

\*40 Hours Per Week

**ARTICLE XI  
SALARY AND CLASSIFICATION SCHEDULE 1979-80**

- A** When and if the College, at its discretion, establishes new jobs, adds to or removes duties from existing jobs, or combines all or part of the duties of two or more jobs, the Union may challenge commencing at Step Three of the grievance procedure the accuracy of the job rate and classification assigned to the job.
- B** When and if the College, at its discretion, establishes a position with a "lead rate," said position will be posted, including a notation that the lead rate will be attached.
- If at any time after awarding the position to an individual, the College determines that the lead responsibilities are not being carried out satisfactorily, the College may unilaterally remove the premium for lead responsibilities, and seek another candidate through normal channels.
- The premium for such responsibilities is established to be five percent (5%) of the base salary of the grade.
- C** Whenever an employee is assigned to substitute for an employee in a higher classification for more than one (1) full day, the employee shall be paid a differential of twenty-five cents (25¢) per hour. The differential shall not be retroactive for work performed on the first day.
- D** When an employee is promoted to a higher grade, the employee will receive the minimum base rate of the new grade or a 5 percent increase on his/her current base salary whichever is higher, but under no circumstances will the employee's salary exceed the maximum of the new grade.
- E** When an employee is permitted by the Personnel Department to transfer into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a 5 percent decrease in salary should the employee's salary be below the maximum of the lower grade.

**ARTICLE XII  
PARKING AND IDENTIFICATION**

**A Parking**

At the time of employment, each employee will be provided with a parking sticker for his/her car and a booklet describing the motor vehicle regulations for the College. Regulations shall be strictly adhered to. A new sticker will be supplied on the expiration date shown on the sticker. Upon termination of employment, the parking sticker should be removed from the vehicle.

**B Identification**

Each employee shall, at the time of employment, receive an identification card supplied by the College Police Department. The card should be carried at all times when on campus. Identification cards should be turned in at the Personnel Department at the time of termination of employment.

**ARTICLE XIII  
MANAGEMENT RIGHTS**

AFSCME recognizes the Board's rights, duties, and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state, and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

**ARTICLE XIV  
NO STRIKE CLAUSE**

The American Federation of State, County, and Municipal Employees, Local 2269, and all bargaining unit members shall not cause, engage in or sanction any strike, slow-down, or other concerted action for the term of this Agreement.

**ARTICLE XV  
NONDISCRIMINATION**

The Union and the College agree that there shall be no discrimination as to sex, age, nationality, race, religion, handicap, political affiliation, Union membership, or Union activities.

**ARTICLE XVI  
MISCELLANEOUS**

**A Savings Clause**

The College and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect. The parties agree to immediately negotiate a substitute provision for the invalid portion thereof.

**B Printing Agreement**

The College agrees to pay for the printing of this Agreement in sufficient quantities so that each employee in the bargaining unit will receive a copy and additional copies will be distributed to employees hired during the term of this Agreement.

**ARTICLE XVII  
DURATION**

This Agreement shall be effective upon ratification of both parties and shall continue in effect until June 30, 1981 except:

**A** A salary increase of 7 percent per 12-month full-time employee shall be retroactive to July 1, 1979 for fiscal year 1979-80 with part-time and 10-month employee raises prorated. No employee, however, shall receive less than the minimum nor more than the maximum of his/her grade. Part-time and 10-month employee minimum and maximums shall be prorated accordingly.

**B** The College agrees to open negotiations for wages and fringe benefits, excluding any and all items involving medical and health benefits, for the year 1980-81; said negotiations are to commence no later than April 15, 1980.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 1981.

**THE BOARD OF TRUSTEES  
MIDDLESEX COUNTY COLLEGE**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES UNION**

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
WITNESS