

1984

AGREEMENT BETWEEN
BOARD OF TRUSTEES OF MIDDLESEX COUNTY COLLEGE
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES UNION LOCAL 2269
JULY 1, 1994 -- JUNE 30, 1996



TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION 1

ARTICLE 2 - DEFINITIONS 1-2

 A. Full-time Employees (permanent) 1

 B. Part-time Employees (permanent) 1

 Health Insurance Coverage 1

 C. Active Payroll 2

 D. Separation 2

ARTICLE 3 - AGREEMENT CLAUSE 2

ARTICLE 4 - UNION RIGHTS 2-6

 A. Leave for Union Activity 2-3

 B. Union Representative 3

 C. Use of College Equipment 3

 D. Use of College Internal Mail System 4

 E. Purchase of College Equipment 4

 F. Right to Information 4

 G. Right to Bulletin Board Space 4

 H. Posting of Job Vacancies (also see Article 10-G.) 4-5

 6. Probation for a Successful Bid 5

 I. Dues Deduction 5-6

 J. Representation Fees 6

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS 6-15

 A. Paid Holidays 6-7

 1. Designated and Floating 6

 2. If Falls on a Weekend 7

 3. Rate of Pay For 7

 4. Holiday Overtime Pay Rate 7

 5. To Qualify For Holiday Pay 8

 B. Vacation 8

 1., 2., 3. Days Earned Per Month 8

 4. Notice to Take, June, July, August (also see Article 10,G) 8

 5. Notice to Take Other Months 8-9

 6. Maximum Accumulation 9

 7. Illness During Vacation 9

 10. Entitlement Upon Retirement/Death 9

 11. Use of Other Than Whole Days 10

 12. Accrual During Unpaid Leaves 10

 C. Health Benefits Plan 10-11

 1. Dental Plan 10

a. Health Plan, Deductible (January 1995-)	10
b. Health Plan, Deductible (January 1996-)	11
c. Life Time Coverage	11
d. Maximum Annual Expense Per Individual	11
e. Prescriptions	11
3. Choosing Not To Take Coverage	11
D. Annual Physical Exam Allowance	11-12
E. Travel	12
F. Retirement	12-13
1. AARP Supplement Requirements	12
2. Reimbursement Upon Death of a Participant	13
3. Buy Out of Unused Sick Leave	13
4. Notice To MCC To Retire	13
G. Educational Assistance	13-15
H. Protective Clothing	15

ARTICLE 6 - PAID LEAVES OF ABSENCE 16-20

A. Sick Leave	16
1., 2. To Qualify	16
3. Verification of Illness	16
4. Reporting of Illness	16
5. Accumulation Year to Year	16
6. Whole, Half, Quarter Days	16
7. Accrual (also see Article 7)	16
9. Use of Days After Notice of Separation	17
B. Funeral Leave	17
1., 2. Number of Days	17
3. Travel Day	17
C. Jury Duty and Court Subpoenas	17-18
D. Personal Leave	18-19
1. Number of Days Per Year	18
2. Prorated By Date of Hire	18
3. Notice To Take Days	18
4. Denial of Request to Take Leave	19
5. Non Cumulative	19
6. Whole, Half, Quarter Days	19
E. Annual Military Duty	19
F. Disability Leave	19-20
-To Qualify	19
-Schedule of Entitlement	20
3. Notice of Request (also see Article 7,C-5)	20
G. Worker's Compensation	20
1. Work Related Illness or Injury	20
2. Rate of Compensation	20

ARTICLE 7 - NON-PAID LEAVES OF ABSENCE 21-22

A. Military Leave	21
B. Personal Leave Without Pay	21
1. Giving Notice to Take	21
2. Reasons for Request	21
3. Serious Illness During Leave	21
4. Failure to Return from Leave	21
5. Outside Employment During Leave	21
C. Maternity Leave	22
1. Notice of Pregnancy	22
2. Sick Leave Option	22
3., 4. Returning From Leave	22
5. Pregnancy is a Disability	22
ARTICLE 8 - WORKING CONDITIONS	22-26
A. Call Back Pay	22-23
1. What is it?	22
2. Compensation	23
B. Rest Periods	23
1., 2. Rest Breaks / Lunch Periods	23
C. Overtime	23-24
1. Definition	23
2. Meal Period and Food Allowance	23
3. Distribution of	23
4. Sixth or Seventh Day of Overtime	23
5. Availability of Employees to Work	24
6., 7. Compensation for Overtime	24
8. Approval Needed	24
9. Overtime Pay Periods	24
D. Work Week	24
1. Definition	24
2., 3. Change of Starting Times	24
E. Shift Differential (also see Article 10,G)	25
F. Emergency Closing	25
2. Who Must Work	25
-Definition of Essential Staff	25
3. Pay Rate and Transportation for Essential Staff	25
G. Health and Safety	25-26
ARTICLE 9 - PROBATION	26
A. For Newly Hired Employees	26
B. Extensions	26
C. When Job Bidding (also see Article 10,D)	26
ARTICLE 10 - SENIORITY	26-27
A. During Probation, New Employees	26
B., C. Unit Seniority Defined	26

D. Job Title Seniority Defined (also see Article 9,C & Article 11,A)	27
E. Break in Service Defined	27
F. A.W.O.L. Defined	27
G. When it Counts (also see Article 4,H-5),	27
Article 5, B-4),	27
Article 11, A)	27
I. Seniority When Leaving AFSCME	27
ARTICLE 11 LAYOFF	28-29
-Reason for a Reduction in Force	28
A., B. Bumping Rights (also see Article 10,-G)	28
C. Reinstatement (also see Article 10, B-&-C)	28
D. Retention of an Employee	28
E. Notice to Employees	28
F. Recall	28
ARTICLE 12 - RESIGNATION	29
A. Giving Notice (also see Article 5,B-10)	29
B. Use of Sick Leave When Resigning (also see Article 5,F-3)	29
ARTICLE 13 - DISCIPLINE AND DISCHARGE	29
-Accrued Vacation (also see Article 12,B)	29
ARTICLE 14 - PERSONNEL FILE	30
A. Who Can See It and When	30
C. Written Rebuttal by Employee	30
E. Employee Gets Copy of Disciplinary Documents	30
ARTICLE 15 - GRIEVANCE PROCEDURE	30-33
A. Definition	30
B. Procedure	30
1. Step One:Informal-Immediate Supervisor	30
2. Step Two:Formal-Director of Human Resources	31
3. Step Three:Executive Director of Human Resources & Administrative Services	31
4. Step Four:Final and Binding Arbitration	32
C. Miscellaneous (conditions of grievances)	33
D. Informal Discussions	33
ARTICLE 16 - JOB TITLE AND SALARY SCHEDULE	34-37
ARTICLE 17 - JOB STATUS CHANGES	38
A. Union / Colleges Rights (also see Page 42)	38
B. Lead Rates	38
C. Bid to a Higher Grade Level	38
D. Bid to a Lower Grade Level	38

ARTICLE 18 - WORK SUBSTITUTION	38-39
A. Substituting for a Higher Grade Employee	38
B. Substituting for a Portion of Higher Grade Duties	39
ARTICLE 19 - PARKING AND IDENTIFICATION	39
A. Parking Sticker	39
B. I.D. Cards	39
ARTICLE 20 - MANAGEMENT RIGHTS	39
ARTICLE 21 - NO STRIKE CLAUSE	39
ARTICLE 22 - NON-DISCRIMINATION	40
ARTICLE 23 - MISCELLANEOUS	40
ARTICLE 24 - COMPENSATION AND DURATION	40-41
A.1. Increase as of July 1, 1994	40
A.2. Increase as of July 1, 1995	40
B. Minimum / Maximum Increases This Contract	40
C. Minimum Salary for New Employees	40
D. Limits on Salary	40-41
-Salary and Educational Incentive	40-41
E. Part-time and 10 Month Employees	41
F. Effective Dates of This Contract	41
G. Reopening of Negotiations	41
Side Letter of Agreement (also see Article 17,A)	42
NOTES	43

ARTICLE 1 - RECOGNITION

- A. 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 full-time (permanent) and part-time (permanent) nonacademic clericals, secretaries, technicians, machine operators, childcare assistants, childcare cooks 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 Affairs, clerical staff of the Director, Human Resources, secretary to the Vice President for Finance and Operation, secretary to the Executive Director of Human Resources and Administrative Services. 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 2 - DEFINITIONS

A. FULL-TIME EMPLOYEES (PERMANENT)

A full-time employee is employed by the College on a normal schedule of thirty-five (35) hours per week or forty (40) hours per week. They are employed for ten (10) or twelve (12) months per year. Full-time employees (permanent) are eligible for all benefits described in the Agreement.

B. PART-TIME EMPLOYEE (PERMANENT)

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 is a part-time employee (permanent). Part-time employees (permanent) are eligible for the Retirement and Group Life Insurance Plan pursuant to the provisions of Section 5, Chapter 242, Public Laws of 1969. Part-time employees (permanent) are eligible for the Health Insurance Plan only when they are employed for thirty (30) hours per week or more. Part-time employees (permanent) 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 2 - DEFINITIONS

C. ACTIVE PAYROLL

An employee is on the active payroll if he/she is working all scheduled hours for which he/she is appointed, or is on an approved paid leave status such as vacation, sick, holiday, or personal leave.

D. SEPARATION

A separation occurs whenever an employee resigns, is terminated, retires or is laid off.

ARTICLE 3 - 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 Agreement 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 4 - UNION RIGHTS

A. LEAVE FOR UNION ACTIVITY

1. The Board agrees to provide leave of absence with pay to permit Union delegates to attend conventions, conferences, educational courses or meetings of special importance, provided that the total amount of release time with pay, between July 1, 1994 and June 30, 1996 shall not exceed twelve (12) days, not to exceed one (1) Bargaining Unit member per department, nor two (2) Unit members per event. In addition, the Union President will be permitted leave for Union activity with pay, not to exceed eight (8) days for the duration of the contract to attend conventions, conferences, educational courses or meetings of special importance.

ARTICLE 4 - UNION RIGHTS

A. LEAVE FOR UNION ACTIVITY (cont.)

2. Permission for release time must be obtained from the Executive Director of Human Resources and Administrative Services and the immediate supervisor two (2) weeks prior to the event. Names and times of persons attending Union conventions, conferences, educational courses or meetings of special importance shall be certified in writing to the Executive Director and the Supervisor by the President of the Union.
3. 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 the A.F.S.C.M.E., 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 Executive Director of Human Resources and Administrative 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 Executive Director of Human Resources and Administrative 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 Executive Director of Human Resources and Administrative 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 Presidential 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 is approved by the Executive Director of Human Resources and Administrative Services.

ARTICLE 4 - UNION RIGHTS

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 Executive Director of Human Resources and Administrative 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

1. 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.
2. Notices of vacancies and new positions shall contain job title, department, principal responsibilities, salary, Bargaining Unit and job grade level. If more than one job with the same job title, department, shift, and hours between the period 8 a.m. - 5 p.m. becomes available at the same time, the College will indicate on the posting the number of jobs which are

ARTICLE 4 - UNION RIGHTS

H. POSTING OF JOB VACANCIES (cont.)

available. In the event that a position has work hours other than 9 a.m. - 5 p.m., 8:30 a.m. - 4:30 p.m., or 8 a.m. - 4 p.m., work hours will be included on the notice. If a position is located outside of the main campus, the notice will include the job location. If a position is for other than a Monday through Friday schedule, the workdays will be included on the notice.

3. Members of the Bargaining Unit who are applicants for openings shall be notified by the Human Resources Department of the disposition of their application within a reasonable amount of time after a final selection is made to fill a position.
4. The competitive standard set forth by the College shall be equitably applied to all individuals. The College, however, shall grant an interview to all qualified members who apply for a posted position.
5. If two or more equally qualified employees apply for the position, Unit seniority shall be the determining factor.
6. An employee who is hired into any position or who successfully bids into any position covered under the Bargaining Agreement and who has successfully completed the ninety (90) day probationary period, may not transfer or bid for a position in the same job title 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 Human Resources.

I. DUES DEDUCTION

1. The College agrees to honor each properly completed and signed A.F.S.C.M.E. 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.
2. 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 A.F.C.M.E. Local 2269 for unpaid dues.

ARTICLE 4 - UNION RIGHTS

I. DUES DEDUCTION (cont.)

3. 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 Executive Director of Human Resources and Administrative Services of any change in the amount of dues or assessment to be deducted thirty (30) days prior to the intended effective date of such change.
4. 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.
5. 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.

J. REPRESENTATION FEE

1. The Board agrees that the Union may collect a representation fee in lieu of dues from non-union members in the Bargaining Unit and the Board will implement payroll deductions as provided in the relevant New Jersey Statute.
2. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board of Trustees in conformance with this provision.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

A. PAID HOLIDAYS

1. The following days only shall be recognized as paid holidays for Bargaining Unit members:

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

A. PAID HOLIDAYS (cont.)

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

One (1) designated day to be set for fiscal years 1994-1995 and 1995-1996 according to the academic calendar.

Two (2) floating holidays to be mutually agreed upon by the individual and the immediate supervisor each year of the Agreement.

2. For the purpose of this Agreement, an above designated holiday which falls on a Sunday shall be observed on the following Monday, or if it falls on a Saturday, it shall be observed on the preceding Friday.

If a holiday or designated holiday, for an employee who works a non-consecutive five (5) day week, falls on the employee's normal day off, then he/she shall be given the next scheduled work day off.

3. 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 earning for the number of hours they normally would have worked if the day was not a holiday.
4. 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.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

A. PAID HOLIDAY (cont.)

5. 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 regular scheduled workday immediately following the holiday, unless the absence is authorized by the Director of Human Resources and/or the immediate supervisor.

B. VACATION

1. 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.
2. After the completion of three (3) years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1 1/2) days per full month worked.
3. After the completion of five (5) years of continuous full-time employment, vacation leave shall accumulate at the rate of two (2) days per full month worked.
4. Vacation leaves shall be taken after notification and approval by the immediate supervisor. Supervisors shall, in the spring, develop a vacation schedule for the months of June, July, and August, with consideration given to Unit Seniority and needs of the department. Authorization for vacation leave shall not be unreasonably withheld or denied. However, operational needs of the College must be taken into consideration in the approval process.

Should an employee decide to request vacation other than the established vacation schedule, the employee shall provide the supervisor with at least ten (10) working days advance notice and the supervisor shall respond within five (5) working days.

5. Vacation leaves must be approved by the Bargaining Unit member's immediate supervisor. However, approval for extended blocks of vacation time and use of single vacation days throughout the year may be limited by the supervisor, based on the operational needs of the department and impacting work schedules. Reasonable effort shall be made by the supervisor to equitably distribute vacation blocks and days

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

B. VACATION (cont.)

throughout the department, subject to the need of the College and the department as determined solely by the supervisor.

6. Vacation allowance may accumulate to a maximum of thirty-five (35) days as of August 31st, each year. In the event that more than thirty-five (35) days have accumulated as of August 31st, the employee will not retain more than the maximum of 35 days allowed.
7. If an employee becomes seriously ill during five (5) or more of his/her vacation days, within any single vacation period, the employee may request that portion of the vacation during which he/she was seriously ill be converted from vacation time to sick leave, provided that the employee received hospital care or care that has traditionally been provided in a hospital, but which is now being performed at an HMO facility (including HIP of New Jersey), or an emergency medical center during the vacation period. Eligibility for such conversion is dependent upon the following:
 - a. The employee has the necessary sick leave days to charge;
 - b. Proof of hospital, HMO, facility (including HIP of Jersey), or an emergency medical care center has been verified; and
 - c. There has not been past abuse of sick leave time.
8. The rate of vacation pay for a part-time (permanent) and full-time (permanent) 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.
9. Part-time (permanent) 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.
10. Permanent members of the Bargaining Unit or the Bargaining Unit member's estate shall be entitled to be paid for accumulated vacation upon death or retirement. (See Article 12, A)

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

B. VACATION (cont.)

11. Vacation days shall be taken in either whole day or one-half day segments. Employees who have vacation balances including one-quarter or three-quarter day segments must use the quarter day segments by December 31, 1992.
12. Vacation days do not accrue during periods of unpaid leaves of absence or disability.
13. When an employee changes status from full-time to part-time or part-time to full-time, the employee shall be credited with the amount of vacation he/she earned as of that date. Therefore, all vacation accumulated under his/her previous status will be converted to correspond to the equivalent hourly amount of vacation in his/her new employment status, rounded to the nearest one-half day.

C. HEALTH BENEFIT PLANS

1. A health benefit plan including major medical coverage shall be provided by the College. Bargaining Unit members and their dependents shall be covered by a dental plan at fifty percent (50%) usual and customary rates for preventive basic and restorative dental work, up to a maximum of fifteen hundred (\$1500.00) dollars per person, per year, effective 1/1/95. The Health Benefit Plan and Dental Plan shall be provided at no cost to the employee and his/her dependents. To be eligible for coverage an employee must work thirty (30) hours or more per week. Coverage shall commence on the first day of the month following three months of continuous service.

Employees may select a health plan to include a hospitalization and major medical plan., The major medical portion of the plan shall provide the following, effective 1/1/95:

- a. A maximum annual deductible of one hundred seventy-five (\$175) dollars as of January 1, 1995 and two hundred fifty (\$250) dollars, as of January 1, 1996 for single coverage;

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

C. HEALTH BENEFITS PLAN (cont.)

- b. A maximum annual deductible of two hundred seventy-five (\$275) dollars as of January 1, 1995 and three hundred fifty (\$350) dollars as of January 1, 1996, for family, parent/child or husband/wife coverage;
 - c. A lifetime maximum coverage limit of two (2) million dollars of covered expenses per covered individual.
 - d. A maximum, annual out of pocket expense of five-hundred (\$500.00) dollars per covered individual, for covered major medical expenses.
 - e. Prescriptions shall be paid at the rate of 90% of cost for generic medication and 100% of cost for any bulk prescription medication ordered from the designated mail-order carrier.
2. The Board reserves the right to change health insurance carriers as long as the overall level of coverage is at a similar level overall to that currently enjoyed by the Bargaining Unit members.
 3. A Unit employee may choose not to avail himself/herself of any or all of the above medical or dental coverage. In that case, the employee shall be compensated by the College at 45% of the coverage deposit payment.

The withdrawing employee shall be ineligible for re-enrollment for a minimum period of one (1) year from withdrawal date of coverage.

D. ANNUAL PHYSICAL EXAM

Members of the Bargaining Unit shall be entitled to a physical examination by the physician of his/her choice during the two (2) year period of the current contract. Upon presentation of the bill from a licensed physician, licensed optometrist, or a licensed audiologist, the College shall reimburse the Bargaining Unit member a sum not to exceed two-hundred twenty (\$220.00) dollars for the above period, provided that the following conditions are met:

1. The medical receipt indicates that a physical exam was performed.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

D. ANNUAL PHYSICAL EXAM (cont.)

2. The medical receipt must be submitted to the major medical carrier for payment, Upon denial, the bill and the denial should be submitted to the Director of Human Resources with a completed purchase requisition form. Under no circumstances will payment be made by both the major medical carrier and the College. If an employee receives payment from both sources, he/she will be required to return the monies paid by the College.
3. The employee may choose to apply the two-hundred twenty (\$220.00) dollars reimbursement in whole or in part, to the purchase of eyeglasses, contact lenses and /or hearing aids. In addition, the repair and adjustment of these items will also be included. For bills submitted for these items, there will be no requirement to submit the bills to the major medical carrier first.
4. Bargaining Unit members hired in the second year of the Agreement will be limited to a prorated maximum payment of one-hundred ten (\$110.00) dollars.

E. TRAVEL

When travel is required as part of an employee's job responsibilities and prior authorization by the immediate supervisor is obtained, and a College vehicle is unavailable, an employee using his/her personal vehicle for authorized travel shall be reimbursed at the current IRS rate.

F. RETIREMENT

The College agrees to provide retirement benefits, in accordance with the appropriate New Jersey Statutes and other negotiated retirement benefits in this contract.

1. When a member of the Bargaining Unit who has been employed at Middlesex County College for at least twenty (20) years, and who has attained the age of at least sixty-five (65) years, retires, the College shall provide supplemental health coverage for the employee and his/her spouse. The agreed to plan by the Union and the College shall be A.A.R.P. Plan I.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

F. RETIREMENT (cont.)

2. The College will reimburse the participating employee, surviving spouse or the estate (for payments made prior to the death of the final participant) quarterly upon submission of cancelled check(s) showing payment, for the full cost of coverage under the supplemental plan I health coverage for the employee and /or spouse.
3. A Bargaining Unit member, who at the time of retirement is a least fifty-five (55) years of age and has attained at least ten (10) years of service to the College, shall receive payment for fifteen percent (15%) of unused sick leave at the time of retirement. Such payment will be made at the employee's base pay as of the date of retirement with a maximum of five thousand (\$5000.00) dollars for 1994-1995 and five thousand (\$5000.00) dollars for 1995-1996. No payment will be made for unused sick leave at time of separation, for any reason other than retirement.
4. Bargaining Unit members shall give thirty (30) working days notice in the event of retirement, exclusive of vacation utilization. Said notice shall be given to the immediate supervisor and hand delivered to the Director of Human Resources.

G. EDUCATIONAL ASSISTANCE

1. Effective July 1, 1995, all Bargaining Unit members and their dependents, including husband or wife, children or legally adopted children or other related members of the household, will be granted tuition-free entrance to any class on a credit or audit basis at the College for which:
 - a. All admission requirements are met.
 - b. The course(s) generate FTE support.

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

G. EDUCATIONAL ASSISTANCE (cont.)

- c. In the event the course(s) do not generate FTE support, the College will waive tuition charges up to two hundred (\$200.00) per course. Any additional tuition charges for the course(s) must be borne by the Bargaining Unit member in accordance with the College's tuition payment policies and procedures.
 1. The College reserves the right to limit tuition waiver enrollments in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting direct expenses for the course.
 2. For the purposes of this Agreement "Direct Expenses" are defined as staff salaries directly associated with the course/camp/program.
 3. Course/camp/program materials are covered by materials fees and are not included in this computation.
 4. Bargaining Unit members, however, will be considered for enrollment in such courses as they register.
 5. If the waiver limit is enforced, the College will so advise the Union.
 6. The same rules stipulated in G-1, above, shall apply to non FTE generating courses.
 - d. If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee, in cooperation with the Human Resources Department, the supervisor may reschedule the employee's work hours to allow participation during working hours.
2. A member of the Bargaining Unit may receive an additional \$15.00 per credit hour in salary for each approved credit of course work directly related to job function and \$8.00 per approved credit hour in salary for course work required in achieving a degree in a related field, subject to the following provisions:

ARTICLE 5 - EMPLOYEE FRINGE BENEFITS

G. EDUCATIONAL ASSISTANCE (cont.)

- a. A written request shall be submitted to the supervisor and the Director of Human Resources for approval prior to enrollment in the course.
 - b. The approved monetary payment shall be made upon receipt by the supervisor and the Director of Human Resources of a grade transcript indicating a passing grade of C or better. Transcripts are to be submitted in the months of January, June and August.
 - c. Request for payment for non-job related course work must include verification of matriculation in a job-related degree program. Additional information can be required if there is a question as to the validity of the course(s) taken.
 - d. Up to 12 credit hours per fiscal year may be approved.
 - e. Denial of approval shall not be grievable, but the employee shall have the right to a hearing with the Director of Human Resources to discuss the reason for said denial.
3. Employees covered by this Agreement are entitled to a credit-by-examination fee waiver not to exceed one-hundred (\$100.00) dollars per examination.

H. PROTECTIVE CLOTHING

1. Bargaining Unit members holding the titles of Lab Coordinator, Copying & Finishing Specialist, Printing Specialist and Machine Operator shall be entitled, upon presentation of a valid proof of purchase, to reimbursement of up to \$25.00 each year of the contract for protective lab coats or smocks.
2. Said reimbursement shall be made only if the employee is not already supplied with protective clothing by the department.

ARTICLE 6 - 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. Part-time employees (permanent) who work twenty-five (25) hours per week or more shall be entitled to one (1) sick day leave for each month of service worked with a maximum of twelve (12) sick days 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. It is reasonable to require documentation whenever a pattern of absenteeism is established, or illness/injury requires an extended absence from work or an employee has utilized all of his/her accumulated sick days. When request for documentation for reasons other than those above are made, the supervisor must inform the employee of the reason for the request. The employee may request a review of the need to submit medical verification by the Director of Human Resources. When proof is required, the medical verification must be submitted on doctor's stationary which includes the doctor's name address and telephone number, disability and dates of disability.
4. If an employee is absent due to sickness and if the employee's starting time is prior to the supervisors or the supervisor's designee, the employee shall notify the supervisor's or the supervisor's designee at the supervisor's starting time, the supervisor's designee's starting time or the department secretary's starting time, whichever is earliest.
5. Sick leave days not used during the year shall be accumulated from year to year.
6. Sick leave shall be used in either whole-day or half-day segments. Quarter-day segments may be used only with prior approval of the employee's supervisor.
7. Sick leave time does not accrue during any unpaid leaves of absence or periods of disability.

ARTICLE 6 - PAID LEAVES OF ABSENCE

A. SICK LEAVE (cont.)

8. When an employee changes status from full-time to part-time or part-time to full-time, the employee shall be credited with the amount of sick leave he/she earned as of that date. Therefore, all sick leave accumulated under his/her previous status will be converted to correspond to the equivalent hourly amount of sick leave in his/her new employment status, rounded to the nearest quarter day.
9. After a notice of separation is submitted, all absences relating to sick leave must be documented if the request for documentation appears reasonable.

B. 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, children, siblings, grandchildren, and parents-in-law. When a death occurs in the immediate family as defined above, the employees may convert up to a maximum of three (3) Personal days to additional bereavement leave. 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.
3. One additional day of absence with pay will be granted for the death of a family member, as defined in Article 6, b, 1, if the funeral is over 250 miles away from the employee's home. The employee may be required to furnish proof of the relationship and the location of the funeral.

C. JURY DUTY AND COURT SUBPOENAS

1. The College will grant permanent employees time off for jury duty or a court subpoena 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 or court subpoena and the amount paid for such service.

ARTICLE 6 - PAID LEAVES OF ABSENCE

C. JURY DUTY AND COURT SUBPOENAS (cont.)

2. No employee shall be required to report for work on a day for which jury duty has been served and verified by proof of payment.
3. In order to be eligible to receive payment for jury service or a court subpoenaed appearance, the employee must immediately notify his/her supervisor and present a copy of the applicable legal document.

D. PERSONAL LEAVE

1. Permanent employees shall be entitled up to six (6) personal days per year for the purpose of transacting or attending to personal, legal, religious, family illness or business matters which require absence during working hours.

Family illness is defined as sickness in the immediate family including spouse, parents, step-parents, children, step-children, grand-children, parents-in-law, or members of the employee's immediate household.

2. Personal leave days will be prorated during the first year of employment based on hire date:

IF THE HIRE DATE IS: PERSONAL LEAVE DAYS ARE

July 1 - August 31	6
September 1 - October 31	5
November 1 - December 31	4
January 1 - January 31	3
February 1 - February 29	2
March 1 - April 30	1
May 1 - June 30	0

3. Except in emergencies, the employee shall provide the immediate supervisor or the supervisor's designee with one week written notice of intent to take personal leave.

ARTICLE 6 - PAID LEAVES OF ABSENCE

D. PERSONAL LEAVE (cont.)

4. The College reserves the right to deny the request for personal leave as conditions warrant, but authorization shall not be unreasonably withheld.
5. Personal leave shall not be cumulative from year to year and shall not be charged against sick leave. Personal leave shall not be taken in conjunction with sick leave. Personal leave may only be taken in conjunction with vacation upon the supervisor's approval.
6. Authorized personal leave may be taken in whole-day, half-day or quarter-day segments.

E. ANNUAL MILITARY DUTY

1. Permanent employees shall be granted leave of absence to meet annual two (2) weeks military duty field obligations.
2. The employee must provide the supervisor and the Executive Director of Human Resources and Administrative Services a copy of the official military orders two (2) weeks prior to such leave.
3. Such leave shall not be charged against vacation time. The employee will be paid the difference between his/her regular College salary and his/her service pay for such period.
4. 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.

F. DISABILITY LEAVE

When an employee, either through injury or illness, loses time from work, not as a result of or arising out of his/her employment, he/she shall be entitled to disability leave in accordance with the following schedule at sixty-six and two-thirds percent (66 2/3%) of the individual's salary, after exhaustion of all accumulated sick leave:

ARTICLE 6 - PAID LEAVES OF ABSENCE

F. DISABILITY LEAVE (cont.)

Two (2) weeks after one (1) full year of employment
Six (6) weeks after two (2) full years of employment
Eight (8) weeks after three (3) full years of employment
Nine (9) weeks after four (4) full years of employment
Two (2) weeks per full year of employment after five (5) or more full years of employment

Said disability entitlement is applicable only once during each year, dependent upon anniversary date, or may be applied within one year until leave time is exhausted provided:

1. The employee's disability and its continuance is affirmed by acceptable medical evidence; and upon return from leave, the employee presents acceptable medical evidence that he/she may return to work;
2. The employee has not abused the sick leave benefits by past falsification or misrepresentation of sickness.
3. Employees are required to notify the Human Resources Office of all requests for disability prior to such leave commencing, except in an emergency beyond the control of the employee.

G. WORKER'S COMPENSATION

1. Illness or personal injury arising out of a condition or accident which upon investigation is found to be job-connected, shall be covered by Worker's Compensation Insurance. For a claim to be made, it is the responsibility of the employee for all such illness or accidents to be immediately reported to the Office of Health Services and to the Human Resources Department.
2. During the first week of Worker's Compensation eligibility, the employee shall be covered to the full extent of salary; thereafter, Worker's Compensation shall be paid at the rate and terms and conditions prescribed by state statutes.

ARTICLE 7 - NON-PAID LEAVES OF ABSENCE

A. MILITARY LEAVE

1. 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

1. Except in an emergency, an employee, upon one (1) month advance written notice to the Director of Human Resources 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 reasons which are considered to be in the best interest of the College and the employee.
2. The request for leave without pay shall state the specific reasons for 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 Executive Director of Human Resources and Administrative Services; or off-campus AFSCME activities. Not more than one leave for AFSCME activities will be in effect at any one time. Before an unpaid leave of absence is approved, an employee may be required to use vacation time.
3. In event of serious illness which would prevent a Bargaining Unit member from returning to work, an employee, after exhaustion of all paid leave time, may be granted an unpaid leave of absence for a total of not more than one (1) year. Permission for said leave shall follow the same procedure as described in paragraph one (1) above.
4. Any employee who fails to return to work within two (2) working days after the expiration date of the approved leave shall be deemed to have terminated employment.
5. 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.

ARTICLE 7 - NON-PAID LEAVES OF ABSENCE

C. MATERNITY LEAVE

1. Not later than the fourth month, the staff member shall notify the Director of Human Resources and the immediate supervisor in writing of the condition of pregnancy. Upon notifying the Director of Human Resources and the immediate supervisor, the staff member shall let it be known as to plans for continuing employment or taking leave of absence not to exceed one (1) 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.
2. Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A.18A:30-1 et seq.
3. 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 Human Resources and the immediate supervisor of her intent to return to full-time employment. Failure to notify the Director of Human Resources and the immediate supervisor within the specified time period will be considered to be a voluntary resignation.
4. 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.
5. Absence for reason of pregnancy shall be treated as any other disability in accordance with federal and state law.

ARTICLE 8 - WORKING CONDITIONS

A. CALL BACK PAY

1. 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 of work at time-and-one-half (1 1/2) 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. Call back is differentiated from overtime by virtue of prior agreement.

ARTICLE 8 - WORKING CONDITIONS

A. CALL BACK PAY (cont.)

2. If the employee's call back time work assignment and regular shift overlap, the employee shall be paid time-and-one-half (1 1/2) 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

1. 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 cumulative if not taken.
2. The College shall make reasonable efforts to avoid interference with an employee's lunch or break period, unless the employee agrees otherwise. If the employee is required to work through his/her normal meal break, he/she will be given the opportunity to take his/her meal uninterrupted at another time during the day.

C. OVERTIME

1. 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 (1 1/2) times the regular hourly rate of the employee.
2. When an employee is required to work more than an hour and one-half (1 1/2) past or more than an hour and one-half (1 1/2) before the normal workday, the employee shall be entitled to a one-half (1/2) hour meal period at no loss of pay and a meal allowance of five dollars(\$5.00).
3. Attempts will be made to distribute overtime equitably and to recognize seniority.
4. When an employee is required to work more than four (4) consecutive hours on the sixth and/or seventh consecutive day of any work week, that employee shall be entitled to one-half (1/2) hour meal period with no loss of pay.

ARTICLE 8 - WORKING CONDITIONS

C. OVERTIME (cont.)

5. Each employee is expected to be available for a reasonable amount of overtime work.
6. Employees shall be compensated at time-and-a-half for work performed on the sixth consecutive day of any workweek.
7. 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.
8. The approval of the immediate supervisor must be obtained prior to working overtime.
9. The College will agree to process overtime on an hourly payroll basis in accordance with the payroll schedule (every two weeks). Overtime will be paid at a date no later than ten (10) days following the end of the pay period in which the overtime was worked, provided the employee's time sheet was received by the Payroll Department in a timely fashion. This will be implemented in January, 1993.

D. WORKWEEK

1. 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.
2. The regular starting time of work shifts shall not be changed in excess of one (1) hour without ten (10) working days notice to the affected employees and without first having discussed such changes and the needs for the same with a representative of the Union.
3. 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.

ARTICLE 8 - WORKING CONDITIONS

E. SHIFT DIFFERENTIAL

1. Employees working on shifts of which the majority of working hours fall between 3:00 p.m. and 11:00 p.m. shall receive an additional forty (\$.40) cents per hour in addition to their regular pay.
2. Employees working on shifts of which the majority of working hours fall between 11:00 p.m. and 7:00 a.m. shall receive an additional forty-five (\$.45) cents per hour in addition to their regular pay.
3. If the employee's regular hours of work split exactly evenly between the 3:00 p.m. to 11:00 p.m. and the 11:00 p.m. to 7:00 a.m. work times, then the employee will receive forty (\$.40) cents differential for all hours between 3:00 p.m. and 11:00 p.m. and forty-five (\$.45) cents differential for all hours between 11:00 p.m. and 7:00 a.m..

F. EMERGENCY CLOSING

1. The College and the Union recognize that from time to time the campus may be closed for emergency reasons.
2. When the College is closed for all staff because of inclement weather, the essential staff only will be required to work.
3. 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 (1 1/2) 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. Essential staff shall be defined as having the job title "Dispatcher."

G. HEALTH AND SAFETY

1. The College shall continue to make provisions for the safety and health of its employees in accordance with the requirements of Federal and State laws.
2. The Union agrees to cooperate with the College to the fullest extent to enforce health and safety practices.

ARTICLE 8 - WORKING CONDITIONS

G. HEALTH AND SAFETY (cont.)

3. An Employer/Employee Safety Committee will be established, consisting of three (3) persons from the Bargaining Unit, three (3) persons selected by the College and chaired by the Coordinator of Safety.

ARTICLE 9 - PROBATION

- A. 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.
- B. 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.
- C. 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 title. The employee's Unit seniority and job title seniority will continue to accumulate during such period.

ARTICLE 10 - SENIORITY

- A. A newly appointed employee shall be considered probationary and without Unit seniority as outlined in Article 9, Section A.
- B. Unit seniority is defined as an employee's total length of service with the Bargaining Unit, beginning with the employee's last date of hire. Upon completion of the probationary period, Unit seniority shall accumulate until there is a break in service.
- C. 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 in the Bargaining Unit.

ARTICLE 10 - SENIORITY (cont.)

- D. An employee shall be considered to have job title seniority upon successful completion of a probationary period for that job. Job title seniority shall accumulate until there is a break in service.
- E. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.
- F. Absence without leave for two (2) days or failure to return from any leave of absence or layoff shall be considered a resignation.
- G. Where ability to perform work is equal, the person with the most Unit seniority shall be given first consideration in promotions, recalls, shift assignments and vacation schedules, whereas the person with the least Unit seniority shall be the first considered for demotions or layoffs.
- H. The College shall maintain a current Unit seniority list and shall furnish copies of the Unit seniority list to the Union President on June 30th and January 4th of each year.
- I. In the event that an employee changes bargaining units at the College, or accepts a College position which is not included in the Bargaining Unit, the employee may retain all or some of their Unit seniority based on the following:
 - 1. If an employee leaves the Bargaining Unit for the reason stated above and returns back to the Bargaining Unit within one (1) year or applies for an open AFSCME position within one (1) year and is the successful candidate, no Unit seniority rights are lost. The employee will retain his/her original Unit seniority date.
 - 2. If an employee leaves the Bargaining Unit for the reason stated above and returns back to the Bargaining Unit after being gone for longer than one (1) year, he/she can assume the total number of full years Unit seniority, prior to his/her change of employment status.
 - 3. In no event can employees exercise Unit seniority rights if a separation from employment with the College has occurred between the time they leave the Unit and the time they return.
 - 4. In no case can Unit seniority bumping rights be utilized as a mechanism to return to the Bargaining Unit.

ARTICLE 11 - 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 title seniority. Four weeks prior to the layoff, the College will meet with the Union committee to discuss implementation of the following layoff procedures:

- A. Employees may exercise their Unit seniority first within their own job title. A position in the job title either may be vacant or occupied. The employee must move into the vacant position before displacing the least senior employee in an occupied job title. If there are no employees with less Unit Seniority in the employee's job title, then the employee may displace the least senior employee in the same grade or in a lower grade provided that the employee has greater Unit seniority and possesses the qualifications and skills required of the position. Employees may elect to either accept layoff or exercise their Unit seniority rights in the manner referred to above.
- B. When an employee is permitted by the Human Resources Department to transfer into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a six (6%) percent decrease in salary should the employee's salary be below the maximum of the lower grade.
- C. An employee's Unit seniority, when reinstated after a period of layoff, shall be continued retroactively, exclusive of the period of layoff.
- D. Nothing in the layoff procedure shall be construed so as to prohibit the College from retaining employees without regard to their Unit seniority who have unusual qualifications or abilities, and who are needed to maintain efficiency and quality of operation.
- E. The College agrees to provide permanent employees, subject to layoff, a four (4) week advance notice or payment in lieu of such notice, solely at the discretion of the College. Employees who are laid off will be granted an additional month of Health Benefit coverage beyond the time the Health Benefit coverage would normally expire.
- F. In recalling employees, the College agrees to notify employees by certified mail to the employee's last college recorded address. It shall be the employee's responsibility to notify the College by certified mail of any address change. Any employee who fails to return to work within two (2) working days after receipt of the letter shall be deemed to have terminated employment.

ARTICLE 11 - LAYOFF (cont.)

- G. For the purpose of layoff and recall, the President, Secretary/Treasurer, Vice Presidents, Recording Secretary, and Chief Shop Steward shall be granted top Unit seniority within their job title during their terms in 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 Human Resources with the list of names of the individuals holding the positions described as being granted top Unit seniority.

ARTICLE 12 - RESIGNATION

- A. An employee who resigns shall give two (2) weeks written notice exclusive of any vacation utilization. Said two (2) weeks notice shall be given to the immediate supervisor and hand delivered to the Director of Human Resources. Employees who give less than the required two (2) weeks written notice shall not be entitled to accumulated vacation pay. Employees who do provide the required notice shall be entitled to accumulated vacation pay, not to exceed the thirty-five (35) day maximum.
- B. No employee who resigns after charges of misconduct have been served upon the person or who has been discharged for misconduct shall be entitled to compensation for accrued vacation pay.

ARTICLE 13 - 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.

If the supervisor schedules a meeting with an employee, after which the supervisor intends to issue written discipline or a verbal warning reduced to writing to the employee, the supervisor must so inform the employee prior to the meeting. The supervisor must provide the employee with a reasonable amount of time to contact the Union, if the employee wishes to do so.

ARTICLE 14 - PERSONNEL FILE

- A. An employee or a Union Officer, upon written authorization from the employee, may, upon reasonable request, be permitted to examine and make one (1) copy of all materials placed in his/her personnel file other than pre-employment material or other material that is confidential or privileged. Such examination may take place between the hours of 9 a.m. and 3 p.m. of a normal working day. Any privileged or confidential information shall not be revealed to any party outside the Human Resources Office without the written consent of the employee.
- B. The College reserves the right to require its designee to be present while such file is being inspected or copied.
- C. An employee may file a written rebuttal to any derogatory material found in his/her personnel file.
- D. Nothing contained herein shall limit the College in the maintenance and retention of other records including, but not limited to, payroll and benefits.
- E. An employee shall be provided with a copy of each disciplinary document being placed in his/her files within ten (10) working days from the date it is placed in the file.

ARTICLE 15 - 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 misunderstanding, practice or other matters outside the terms of this Agreement.

B. PROCEDURE

Step One: Informal - Immediate Supervisor

Within ten (10) working days of the time a grievance arises or within ten (10) working 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 ten (10) working days after presentation of the grievance, the supervisor will render a decision orally to the employee and the steward.

ARTICLE 15 - GRIEVANCE PROCEDURE

B. PROCEDURE (cont.)

Step Two: Formal - Director of Human Resources

Within ten (10) working days of the oral answer, if the grievance is not resolved, it shall be reduced to writing and filed with the Director of Human Resources.

The Director will arrange a meeting at a mutually agreeable time and place not later than ten (10) 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 ten (10) 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: Executive Director of Human Resources and Administrative Services

Within ten (10) working days after receiving the decision of the Director of Human Resources, an appeal of the decision may be made by the Union or the employee to the Executive Director of Human Resources and Administrative Services. It shall be in writing and accompanied by a copy of the decision at Step Two.

No later than ten (10) working days after receipt of the appeal, the Executive Director of Human Resources and Administrative Services or his/her designee shall hold a hearing on the grievance.

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

ARTICLE 15 - GRIEVANCE PROCEDURE

B. PROCEDURE (cont.)

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 twenty (20) 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 or and 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.

ARTICLE 15 - GRIEVANCE PROCEDURE

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 grievant, 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 maybe 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. The party demanding arbitration shall request that the New Jersey Public Employees Relation Commission appoint an arbitrator in the manner set forth in the law governing these matters.

D. Informal Discussions

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 Executive Director of Human Resources and Administrative 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 16 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

	94/95		95/96	
<u>GRADE 1</u>	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
	<u>\$14,885</u>	<u>\$25,101</u>	<u>\$15,332</u>	<u>\$26,356</u>
DEPARTMENTAL AIDE JUNIOR ACCOUNT CLERK				

	94/95		95/96	
<u>GRADE 2</u>	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
	<u>\$15,994</u>	<u>\$27,601</u>	<u>\$16,474</u>	<u>\$28,981</u>
CHILD CARE COOK ** DISPATCHER * EQUIPMENT AIDE JUNIOR LAB COORDINATOR / H.R.I. RECREATION ROOM ASSISTANT SUPPLY CLERK				

	94/95		95/96	
<u>GRADE 3</u>	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
	<u>\$17,113</u>	<u>\$31,464</u>	<u>\$17,626</u>	<u>\$33,037</u>
COPYING & FINISHING SPECIALIST INVENTORY CLERK LIBRARY ASSISTANT: CIRCULATION LIBRARY ASSISTANT: PROCESSING LIBRARY ASSISTANT: PURCHASING * MAIL CARRIER MEDIA TECHNICIAN PURCHASING PROCESSOR STUDENT SERVICES ASSISTANT SWITCHBOARD OPERATOR TEST ASSISTANT				

** = Essential Staff/40 hpw

* = 40 hpw

ARTICLE 16 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

	94/95		95/96	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
<u>GRADE 4</u>	<u>\$18,064</u>	<u>\$32,770</u>	<u>\$18,606</u>	<u>\$34,409</u>

ACCOUNT CLERK
 DEPARTMENT SECRETARY
 * MAIL EXPEDITER
 MEDIA AIDE

	94/95		95/96	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
<u>GRADE 5</u>	<u>\$19,184</u>	<u>\$33,508</u>	<u>\$19,760</u>	<u>\$35,183</u>

BID CLERK
 BOOKKEEPING ASSISTANT
 CHILD CARE ASSISTANT
 COLLEGE CENTER ASSISTANT
 COMPUTING SERVICES ASSISTANT
 COSTUME COORDINATOR
 COUNSELING SERVICES ASSISTANT
 HEALTH SERVICES ASSISTANT
 JUNIOR LAB COORDINATOR / E.S.L.
 JUNIOR LAB COORDINATOR / M.A.D.
 PRINTING SPECIALIST
 READING / WRITING CENTER ASSISTANT
 SENIOR ACCOUNT CLERK
 STUDENT RECORDS ASSISTANT
 TEACHER AIDE
 TECHNICAL SECRETARY
 TEST TECHNICIAN
 THEATER ASSISTANT
 WRITING LABORATORY COORDINATOR

** = Essential Staff/40 hpw

* = 40 hpw

ARTICLE 16 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

<u>GRADE 6</u>	94/95		95/96	
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
	<u>\$20,572</u>	<u>\$34,645</u>	<u>\$21,189</u>	<u>\$36,377</u>
ATHLETIC & PHYSICAL EDUCATION CENTER ASSISTANT				
CASHIER				
COMMUNITY ACTIVITIES ASSISTANT				
CONTINUING STUDIES ASSISTANT				
COOPERATIVE EDUCATION ASSISTANT				
DEPARTMENTAL ASSISTANT				
DRAFTSPERSON				
E.O.F. ASSISTANT				
INTERNATIONAL EDUCATION ASSISTANT				
LAB COORDINATOR / COMPUTER SCIENCE				
LAB COORDINATOR / M.A.D.				
LAB COORDINATOR / VISUAL ARTS				
PUBLIC RELATIONS & GRAPHIC ARTS ASSISTANT				
PURCHASING ASSISTANT				
REGISTRATION ASSISTANT				
STUDENT ACCOUNTING ASSISTANT				
STUDENT ACTIVITIES ASSISTANT				
WORD PROCESSING & COMMUNICATIONS SPECIALIST				
WORD PROCESSING SPECIALIST				

<u>GRADE 7</u>	94/95		95/96	
	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
	<u>\$21,675</u>	<u>\$37,258</u>	<u>\$22,325</u>	<u>\$39,121</u>

ADMINISTRATIVE SECRETARY
 COMPUTER GRAPHICS OPERATOR
 FINANCIAL ACCOUNTING COORDINATOR
 JOB PLACEMENT & INTERNATIONAL STUDENT ASSISTANT
 SENIOR PRINTING SPECIALIST
 SENIOR STUDENT RECORDS ASSISTANT
 STUDENT RECORDS EVALUATOR

** = Essential Staff/40 hpw
 * = 40 hpw

ARTICLE 16 - JOB TITLE AND SALARY SCHEDULE

AFSCME JOB TITLES

SALARY SCHEDULE

<u>GRADE 8</u>	94/95		95/96	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
	<u>\$23,124</u>	<u>\$38,735</u>	<u>\$23,818</u>	<u>\$40,672</u>

- ADMINISTRATIVE ASSISTANT
- COMMUNITY EDUCATION SYSTEMS COORDINATOR
- COMPUTER OPERATOR
- ENGINEERING LAB COORDINATOR / MECHANICAL CIVIL ENGINEERING
- RECEIVABLES ACCOUNTS COORDINATOR
- SENIOR MEDIA TECHNICIAN
- SENIOR LAB COORDINATOR / BIOLOGY
- SENIOR LAB COORDINATOR / CHEMISTRY
- SENIOR LAB COORDINATOR / COMPUTER SCIENCE
- SENIOR LAB COORDINATOR / DENTAL AUXILIARIES
- SENIOR LAB COORDINATOR / E.S.L.
- SENIOR LAB COORDINATOR / H.R.I.
- SENIOR LAB COORDINATOR / MARKETING ART & DESIGN
- SENIOR LAB COORDINATOR / OFFICE SYSTEMS TECHNOLOGY
- SENIOR LAB COORDINATOR / PHYSICS
- SENIOR TEST TECHNICIAN
- STUDENT RECORDS ANALYST
- THE INSTITUTE COORDINATOR
- THEATER TECHNICIAN

<u>GRADE 9</u>	94/95		95/96	
	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
	<u>\$24,729</u>	<u>\$47,087</u>	<u>\$25,471</u>	<u>\$49,441</u>

- CHILD CARE TEACHER
- COMPUTER REPAIR TECHNICIAN
- COUNSELING & TRANSFER ASSISTANT
- DIVISIONAL OPERATIONS COORDINATOR
- SENIOR ENGINEERING LAB COORDINATOR / ELEC. TECHNOLOGY
- SENIOR ENGINEERING LAB COORDINATOR / MEC. TECHNOLOGY

** = Essential Staff/40 hpw
 * = 40 hpw

ARTICLE 17 - JOB STATUS CHANGES

- A. When and if the College, at its discretion, establishes new jobs, or combines, adds to or removes duties from existing jobs, or combines all or part of the duties of two (2) or more jobs, the Union may, after exhaustion of the position reclassification procedure, the terms of which are included in a Side Letter of Agreement between the parties (attached to this Agreement), challenge commencing at Step Three of the grievance procedure the accuracy of the job rate and the job title assigned to the job. Nothing herein shall be interpreted as restricting management's rights to participate in classification/reclassification procedures.
- B. Lead rates will be negotiated with the Union prior to implementation.
- C. When an employee is promoted to a higher grade, either through the reclassification procedure or successful job bidding into an open position, the employee will receive the higher of 1 and 1-B or 1 and 2-B as listed below. However, under no circumstances will the employee's salary exceed the maximum of the new grade.
 - 1. The new minimum base rate of the new grade.
 - 1-B. A six (6%) percent increase on his/her current base salary if the promotion is a change of one (1) grade only.
 - 2-B. A six (6%) percent increase, plus one hundred (\$100) dollars for each grade level change in excess of one, on his/her current base salary if the promotion is a change of two (2) grades or more.
- D. When an employee is permitted by the Human Resources Department to transfer into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a six (6%) percent decrease in salary should the employee's salary be below the maximum of the lower grade.

ARTICLE 18 - WORK SUBSTITUTION

- A. Whenever an employee is assigned to substitute for an employee in a higher grade level for more than one (1) full day or for more than two (2) half days in a week, the employee shall be paid a differential of fifty (\$.50) cents per hour for all hours actually worked in the higher grade level during that week. The differential shall not be retroactive for work performed on the first day.

ARTICLE 18 - WORK SUBSTITUTION (cont.)

- B. Whenever an employee substitutes for a portion of another Bargaining Unit member's tasks, when a majority of those tasks are at a higher grade level, the employee will receive a differential of fifty (\$.50) cents per hour not to exceed a duration of six months without negotiating with the Union for an extension of time.

ARTICLE 19 - 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 Human Resources Department. The card should be carried at all times when on campus. Identification cards should be turned in at the Human Resources Department at the time of termination of employment.

ARTICLE 20 - MANAGEMENT RIGHTS

A.F.S.C.M.E. recognizes the Board's rights, duties and authority to manage and control the College and its business in accordance with its commitments and responsibilities and pursuant to the authority vested in it by the State of New Jersey as well as all applicable Federal, State and local laws. The Union recognizes the Board's right to create or alter rules and regulations to be observed by the employees and to assign the work force. Such rules and regulations shall not be used for the purpose of discrimination or punitive action against an employee nor shall any rule or regulation be inconsistent with the provisions of this Agreement. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

ARTICLE 21 - NO STRIKE CLAUSE

During the term of the Agreement, the American Federation of State, County and Municipal Employees, Local 2269 and all Bargaining Unit members shall not cause, sanction or take part in any strike, whether sit-in, stay-in, sympathetic, general or any other kind, or engage in any other interference with the operation and conduct of College business.

ARTICLE 22 - NON-DISCRIMINATION

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

ARTICLE 23 - 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.

B. PRINTING OF THE 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 24 - COMPENSATION AND DURATION

- A. This Agreement shall be effective upon ratification of both parties and shall provide the following increases:
 - 1. Effective July 1, 1994 Bargaining Unit members shall receive a five percent (5%) salary increase on the base salary as of June 30, 1994;
 - 2. Effective July 1, 1995 Bargaining Unit members shall receive a five percent (5%) salary increase on the base salary as of June 30, 1995.
- B. Minimum salary for each year of the contract will be raised by three percent (3%), and the maximums for each year of the contract will be raised by five percent (5%).
- C. No new AFSCME employee will be hired at a salary above the stated minimum salary for the job title into which he/she is being hired.
- D. No employee, however, shall receive less than the minimum nor more than the maximum of his/her grade. Any employee who receives the educational

ARTICLE 24 - COMPENSATION AND DURATION (cont.)

incentive payment and exceeds the maximum salary for their grade level, will not be "red-lined".

- E. Minimums and maximums for part-time and ten month employees shall be prorated accordingly.
- F. This agreement shall become effective upon ratification by both parties, as of July 1, 1994 and shall remain in full force and effect through June 30, 1996.
- G. The College agrees to respond to the Union's request to open negotiations for a successor Agreement. The parties will begin bargaining no later than April 15 of the year in which the Agreement expires.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 1996.

**THE BOARD OF TRUSTEES
MIDDLESEX COUNTY COLLEGE**

(SIGNED)
CHAIRMAN

(SIGNED)
SECRETARY

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

(SIGNED)
PRESIDENT, LOCAL 2269

(SIGNED)
SECRETARY/TREASURER

SIDE LETTER OF AGREEMENT

BOARD OF TRUSTEES AND AFSCME, LOCAL 2269

The procedure referred to in Article 17, Section A of the main Agreement shall provide:

Position Reclassification Procedure

- a. Request for position reclassification must be submitted to the Director of Human Resources accompanied by supporting documents detailing the reasons for a review of the position classification.
- b. The Director of Human Resources shall respond in writing after having reviewed the documentation submitted within three (3) weeks of receipt.
- c. If reclassification is denied, the reason for denial shall be incorporated in the written response from the Director of Human Resources.
- d. A request for reconsideration may be made if additional support documentation is submitted within three (3) weeks of the original decision.

The parties agree that the above language represents the understanding reached between them, and acknowledge same, by affixing their signatures below.

**THE BOARD OF TRUSTEES
MIDDLESEX COUNTY COLLEGE**

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

SIGNED 9/21/92
CHAIRMAN

SIGNED 9/21/92
PRESIDENT, LOCAL 2269

SIGNED 9/21/92
SECRETARY

SIGNED 9/21/92
WITNESS

---NOTES---

