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AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE

AND

LOCAL #11
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

1972-73

THIS BOOK DOES
NOT CIRCULATE

THIS AGREEMENT, made and entered into as of the 1st day of July, 1972, between the BOARD OF TRUSTEES of the MIDDLESEX COUNTY COLLEGE, a body corporate organized under the provisions of N.J.S.A.18A:64A et. seq. hereinafter referred to as the "BOARD" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION."

W I T N E S S E T H:

WHEREAS, the Public Employment Relations Commission has certified, following a duly conducted election, that the Union represents the unit composed of all custodial and maintenance employees excluding Director of Buildings and Grounds and all other College employees; and

WHEREAS, the Board, by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all custodial and maintenance employees of the Middlesex County College.

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

RECOGNITION:

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all custodial and maintenance employees except the Supervisor of Maintenance and Custodial Services in all matters specifically provided for herein pertaining to wages, hours, conditions of employment, and grievance procedures.

2. The bargaining unit shall consist of all custodial and maintenance employees, excluding Supervisor of Maintenance & Custodial Services and all other College employees of the Middlesex County College.

3. Wherever used herein the term "employee" shall mean and be construed only as referring to a custodial or maintenance employee of the Middlesex County College covered by this Agreement.

CHECK-OFF:

1. The Board hereby agrees to deduct from the wages of employees by means of check-off the dues uniformly required by the Union pursuant to the provisions of N.J.S.A.52:14-15.9e. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first salary paid to each employee during the month.

2. In making the deductions as above specified, the Board shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Local Union within ten (10) days after such deduction is made.

CHECK-OFF: (Continued)

3. The Board agrees to forward the full name and address (or Union Membership application obtained from the Shop Steward) for all new employees who become eligible for membership and for whom initiation fee is deducted. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation, or leave the employ of the Board for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

PROBATIONARY PERIOD:

1. The first thirty (30) days of employment for all new employees will be considered a probationary period. The board through its representative, may request of the Union an extension of the probationary period for an additional thirty (30) days where the Board believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

2. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

HOURS OF WORK, OVERTIME:

1. Persons working a regular shift which includes Saturdays shall be given first preference for any Monday-to-Friday vacancy within their category of employment.

2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and compensated for at one and one-half ($1\frac{1}{2}$) times the regular hourly rate of pay; any work performed beyond ten and one-half ($10\frac{1}{2}$) hours in any one day of the normal work week shall be compensated for at two (2) times the regular hourly rate.

3. Employees working a regular shift which includes Saturdays shall be paid one and one-fourth ($1\frac{1}{4}$) times their regular hourly rate for hours worked on Saturdays. Other employees shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for work performed for the first eight (8) hours on Saturday and double time (2X) for all hours in excess of eight (8) hours and at the rate of double time (2X) for work performed for the first eight (8) hours on Sunday and triple (3X) time for all hours in excess of eight (8) hours on Sunday.

4. In the event an employee is called back to work after the conclusion of his normal work shift, and more than two hours before the beginning of the next work shift, he shall be entitled to a minimum of four hours pay at the applicable overtime rate, in addition to compensation for gas, tolls, or carfare; if he is called back to work two hours or less before the beginning of the next work shift, compensation shall be at normal overtime rates.

HOURS OF WORK, OVERTIME: (Continued)

5. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except in the case of emergencies.

6. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours' pay at his regular rate of pay.

7. Overtime shall be distributed as equally as practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

8. The working shifts shall be as follows:

Day Custodians and Maintenance Personnel
8:00 a.m. to 4:30 p.m. (half-hour lunch)

Second Shift Custodians
3:00 p.m. to 11:30 p.m. (half-hour lunch), or
11:30 a.m. to 8:00 p.m. (half-hour lunch)

Third Shift Custodians
10:30 p.m. to 7:00 a.m. (half-hour lunch)

9. Employees whose shift begins at 11:30 a.m. or later shall receive a shift premium of fifteen (15) cents per hour and employees whose shift begins at 10:30 p.m. or later shall receive a shift premium of twenty (20) cents per hour.

10. Employees shall not be expected to remove snow except in areas which cannot be reached by snow-removal machines. These areas will generally be outdoor stairways, recessed entrances, or small areaways or walks.

11. Two men shall be required on the Ford "Bronco," or other similar snowplow, at all times while plowing during hours when classes are in session.

EMERGENCY CLOSING POLICY:

From time to time, the College may be closed for emergency reasons in one of two ways. When the College is closed for faculty and students, all Unit employees will report for duty and those who do not report will lose pay for time lost. When the College is closed for all staff, the following Unit employees only will be expected to report:

1. Designated Custodial personnel.
2. Designated Maintenance personnel.

(Continued)

EMERGENCY CLOSING POLICY: (Continued)

3. Snowplow drivers.
4. Any other men called in by the Supervisor of Maintenance and Custodial Services or his designee.

On days when essential staff only is required to report for work, they will be paid the rate of one and one-half times their regular hourly rate plus eight (8) hours straight time. The College will make every effort to arrange transportation for essential Unit members on such days. For purposes of this section, any part of a day is to be considered a full day.

SENIORITY:

1. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The names of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the employer. Shop Stewards shall have top seniority while serving in that capacity. During the period covered by this agreement, Shop Stewards shall be limited to two.

2. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

FORCE REDUCTION:

1. The Board agrees that it will not engage any new employees in any given category unless all of the employees presently employed in that category are working the scheduled hours noted in this agreement.

2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board within the job occupation involved. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

3. The Shop Stewards and the employees involved in such layoffs shall receive seventy-two (72) hours notice prior to any layoff.

4. Should any employee accept a position outside the bargaining unit, but still within the area of maintenance and custodial services at Middlesex County College, he shall have the right, within six months, to return to his original position with no loss in seniority or other benefits under this contract.

FORCE REDUCTION: (Continued)

5. Seniority shall cease under the following conditions:
 - a) Resignation or termination for cause.
 - b) Failure to report for work or recall after layoff. Recall shall be made by registered mail to the last known address in the College files; failure to respond within eight (8) days will be deemed to be a resignation.
 - c) Layoff for a period of one year.

JOB VACANCIES, NEW JOBS CREATED, OR PROMOTIONS:

1. If new jobs are created, if vacancies occur in a higher-rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

2. The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must sign the notice.

3. The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Board within three days of such acceptance. If there are no successful bids, the Board may appoint or hire to fill such jobs.

4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and had previously performed the higher-rated position, such employee shall receive the higher rate immediately.

NON-DISCRIMINATION:

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex, and further, that no employee shall be discriminated against or interfered with because of Union activities.

HOLIDAYS:

1. The Board agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

- New Year's Day + one additional day
- President's Day -(Washington's Birthday)
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day + one additional day
- Employee's Birthday

2. An employee who works on any of the above holidays shall be paid for such work at two (2X) times the employee's regular rate in addition to his holiday pay.

3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.

4. If a holiday falls within the vacation period or on the birthday of an employee, the employee shall receive pay for same or an additional day of vacation.

VACATIONS:

The Board agrees to grant to all employees in the bargaining unit paid vacations in accordance with the following schedule:

1. Employees with less than one year's service shall receive one day vacation for each month of service, provided that no vacation entitlement shall accumulate during the first ninety (90) days of employment and four days shall be credited at the end of the fourth month.

2. Balance of the first year of employment; vacations are earned at the rate of one day per month.

3. Second year of employment; vacations are earned at the rate of one day per month.

4. Third, fourth, and fifth years of employment; vacations are earned at the rate of $1\frac{1}{4}$ days per month.

5. Sixth and subsequent years of employment; vacations are earned at the rate of $1\frac{2}{3}$ days per month.

VACATIONS: (Continued)

6. Completed years of service shall be calculated from July 1 of any year. Persons who join the Unit prior to January 1 of any year shall be considered to have completed a year of service on the following July 1; persons who join the Unit between January 1 and June 30 of any year shall be deemed to have one year's completed service on the July 1 of the following year for purposes of this section.

7. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor sold back beyond that year.

8. The Board agrees that in the event an employee voluntarily leaves the employment of the Board before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule, provided that he gives not less than two weeks' notice of his intention to leave.

9. Employees may request that their vacation be taken at any time. In preparing the vacation schedule, the Board shall endeavor to assign vacations on the basis of seniority of the employees of the Unit. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Board with due regard to its efficient operation.

10. During layoff periods for reasons of lack of work, vacation benefits shall continue to accrue. Vacation benefits shall not accrue during unpaid leaves of absence.

LEAVE OF ABSENCE:

Upon making timely application, employees may apply to the Board for a Leave of Absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Board, and the Board will give reasonable consideration to such application. A leave of absence, in order to be valid, must be obtained in writing.

SICK LEAVE:

1. Twelve (12) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. In the event that College-wide policy with respect to sick leave changes to increase the number of days granted annually to all employees, such change shall become effective with respect to employees covered by this agreement on the same date it becomes effective with respect to other employees, notwithstanding the provision of this agreement.

SICK LEAVE: (Continued)

2. Employees shall be entitled to two (2) paid days of personal leave of absence each year.

3. Employees shall be entitled to three (3) paid days of absence for sickness in the immediate family, defined as parent, parent-in-law, child, sister or brother, spouse or other member of the employee's household. The Board reserves the right to verify the legal relationship of the family member to the employee.

DISABILITY LEAVE:

Whenever an employee either through injury or illness loses time from work not as a result of or arising out of his or her employment as attested by the certificate of the attending physician, he or she shall be granted, after exhaustion of all accumulated sick leave provided for in this agreement, benefits equivalent to those provided by the New Jersey Division of Employment security to persons in private employment. Said benefits will supplement the accumulated sick leave, and shall not be additional to it.

BEREAVEMENT PAY:

Employees will be granted five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's parent, spouse, or child; and three (3) days in the event of the death of any other member of the immediate family as defined in Paragraph 3 under "Sick Leave" herein.

JURY DUTY:

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

VETERAN'S RIGHTS AND BENEFITS:

1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.

VETERAN'S RIGHTS AND BENEFITS: (Continued)

2. Such reinstatement of veterans shall be upon application therefor made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

3. Whenever employees are called to active military duty for brief periods of time, they shall be paid the difference between their military pay and their regular rate of pay for the first ten working days of said active service.

4. The Board agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

5. The Board agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

DISCHARGE:

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

GRIEVANCE PROCEDURE AND ARBITRATION:

1. Any difference or dispute between the Board and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as "a grievance".

- Step 1. (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor of Maintenance & Custodial Services, hereinafter known as "Supervisor".
- (b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Vice-President for Administration and Finance. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Board and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

GRIEVANCE PROCEDURE AND ARBITRATION:

Step 1. (Continued)

- (c) In the event the grievance is not satisfactorily settled by the discussion in Step 1(b), then within three (3) working days same shall be the subject of a conference between the Union and the President of the College.

Step 2.

In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall be the subject of a conference between the Union and the Employee Relations Committee of the Board.

Step 3.

In the event the grievance is not satisfactorily settled by the discussion in Step 2, within ten (10) days thereafter, then both parties agree that either party may request the Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

2. The cost of arbitration, if any, shall be shared equally by the Board and the Union.

3. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

MISCELLANEOUS PROVISIONS:

1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

2. Employees shall be granted two (2) fifteen (15) minute coffee breaks per eight-hour shift without loss of pay.

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

4. When an employee is required to work ten (10) hours or more, he shall be granted a second one-half ($\frac{1}{2}$) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half ($\frac{1}{2}$) hour lunch period for each five (5) hours over the above mentioned ten (10) hours and a lunch allowance shall be provided for in the amount of three (\$3.00) dollars.

5. In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit. This prohibition shall not apply to work-study students.

MISCELLANEOUS PROVISIONS: (Continued)

6. All employees shall be provided with the following at no cost to the employee:

- a) Work gloves, suitable to the job, will be supplied as needed and replaced when worn out.
- b) Summer uniforms, in sufficient quantity to allow four changes per week, with short sleeves, shall be provided and maintained by the Board between May 1st and October 1st of each year.
- c) Winter uniforms, in sufficient quantity to allow four changes per week, shall be provided and maintained by the Board between October 1st and May 1st of each year.
- d) One winter jacket per year shall be provided - limited to \$15.00 (fifteen dollars) per jacket.
- e) The Board agrees to supply to Unit members, at the Board's expense, any other protective clothing or equipment necessary to perform their job.

7. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

8. Members of the bargaining Unit shall be entitled to attend any courses offered by the College at no cost to the Unit member, provided that such work is taken outside working hours and provided that College credit shall be granted only to those who can meet admission requirements. Lawful single children of the bargaining Unit member, living in his household, shall also be entitled to this privilege upon certification by the payroll department.

9. The Board and the Union agree to begin negotiations on a contract for the period from July 1, 1973, to June 30, 1974, on or about January 1, 1973.

WELFARE AND PENSION BENEFITS:

1. The Board agrees to provide and cover all employees within the bargaining unit, including their dependents, with base and major medical hospital and surgical insurance on the basis and to the extent provided during the 1971-72 fiscal year, with full premiums to be paid for by the Board. Should the terms or benefits of the master policy covering all College employees be improved during the term of this agreement, members of the bargaining unit shall benefit from such improvements.

HEALTH BENEFIT PLAN:

1. A health benefit plan, which includes major medical coverage, shall be provided by the College. This coverage shall be provided at no cost to the employee who is employed for more than thirty (30) hours per week and shall commence on the first day of the month following three months of

HEALTH BENEFIT PLAN: (Continued)

continuous service. Coverage for dependents shall be included. In the event of a claim involving a dependent of the employee other than a spouse, primary liability will reside with the coverage carried by the dominant spouse. If the dominant spouse is not a College employee, the College policy will cover the difference between actual costs and costs covered by the spouse's insurance, or to the limits of the College policy, whichever is the lesser amount.

UNION SECURITY:

1. It is agreed that at the time of hiring the Board will inform newly hired employees, who fall within the bargaining unit, that they may join the Union thirty-one (31) days thereafter; and that, should they fail to do so for any reason, they will be expected by the Union to pay a monthly service fee equal in amount to the monthly Union membership dues as remuneration for the various services provided by the Union.

2. The Union agrees that it shall have the sole responsibility for the collection of the service fees, and that the payment of service fees shall not be a condition of employment.

STRIKES AND LOCKOUTS:

1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of its members cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations. Employees, however, shall not be required to cross any primary picket line.

2. In the event of a Wildcat Strike, cessation of work, slowdown or interference of any kind with normal Board operations the Union agrees to promptly use its good offices to remedy the conditions.

WAGE RATES:

1. Apprentices employed as of July 1, 1972, shall be placed in "Mechanic II" classification, effective July 1, 1972.

2. Wage rates of incumbent personnel whose 1971-72 rates are below the maximum payable in that year for their respective classifications shall be adjusted as follows, effective July 1, 1972:

- a) For those with two years service or more as of July 1, 1972, upward adjustment to the maximum payable in 1971-72 for their respective classifications.
- b) For those with less than two years service as of July 1, 1972, upward adjustment equal to one-half the difference between their respective 1971-72 rates and the maximum payable in that year for their respective classifications.

WAGE RATES:

2. (Continued)

c) For purposes of the calculations or adjustments called for by this section, the 1971-72 maximum for the classification of "Matron" shall be \$3.00 per hour. The classification title shall be changed from "Matron" to "Custodian II."

3. An across-the-board increase equal to 5.5% of rates paid in 1971-72, as adjusted by Paragraph 2 above, shall be paid to all bargaining unit members effective July 1, 1972, pursuant to Federal regulation #201.13 et. seq.

4. In the event that a bargaining unit member is promoted to "Lead Man" during the term of this contract, his salary shall be increased by 15% effective on the date of promotion. It is understood and agreed that the position of "Lead Man" is not subject to "posting" or seniority as provided for in the section of this Agreement headed "Job Vacancies....." etc. The "Lead Man" shall be selected, and removed, by the Director of Buildings and Grounds without recourse by the Union or individual to the grievance procedure.

5. Wage rates within the term of this agreement shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Construction and Maintenance Mechanic	\$4.86	\$5.46
Mechanic II	\$3.71	\$3.91
Warehouseman	\$3.30	\$3.51
Custodian	\$3.16	\$3.51
Custodian II	\$2.86	\$3.21

It is understood and agreed that the hourly rates set forth above are inclusive of any premiums or extra emoluments which may have been paid in the past for special licenses or for foreman status.

DURATION OF AGREEMENT:

This agreement shall become effective on July 1, 1972, and shall continue in full force and effect for one year until June 30, 1973.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

BOARD

BY: _____

ATTEST: _____

[Handwritten signature]
[Handwritten signature]

TEAMSTERS, LOCAL #11

BY: _____

COMMITTEE:

Eleanor Scortino