

Contract no. 614



A G R E E M E N T

Between

THE BOARD OF TRUSTEES OF
UNION COUNTY COLLEGE

And

THE UNION COUNTY COLLEGE EMPLOYEES ASSOCIATION/NJEA

July 1, 1990 to June 30, 1993

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July 1, 1990 to June 30, 1993

Thomas H. Brown
For the Board of Trustees of
Union County College

3/20/91
Date

Fredrick A. [Signature]
For the Union County College
Employees Association/NJEA

March 20, 1991
Date

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ARTICLE I

PREAMBLE

THIS AGREEMENT is made and entered into as of September 6, 1990 by and between UNION COUNTY COLLEGE, Cranford, Scotch Plains, Elizabeth, and Plainfield New Jersey (hereinafter referred to as "The College"), and UNION COUNTY COLLEGE EMPLOYEES ASSOCIATION/NJEA, (hereinafter referred to as "The Association").

ARTICLE II

RECOGNITION

A. The College recognizes the Association as the exclusive representative of all employees in the Unit set forth below, for the purposes of collective negotiations with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT - All full-time and regular part-time non-teaching professional employees, including:

Administrative Manager, Institute
Admissions Counselors
Assistant Director of Admissions
Assistant Director of EOF
Assistant Director of Evening, Weekend, Summer College
Assistant Director of Financial Aid
Assistant Director of Media
Assistant Director of Plant Operations
Assistant Director Registration
Assistant Director Registration/Records
Assistant Director of Student Accounts
Assistant to the Controller
Assistant to the Director of the Police Academy
Bilingual Counselor/Administrator
Bilingual Specialist, SIS
Campus Sergeant/Evenings
Coordinator of Academic Advising
Coordinator of Campus Center/Athletics
Coordinator of Campus Center/Student Activities
Coordinator of CARE
Coordinator of IBI
Coordinator of Instructional/Tutorial Services, EOF
Coordinator of Publications
Coordinator of the G.E.D. Testing Center
Coordinator, Minorities in Engineering
Counselors
Counselors REACH/JTPA
Director of Learning Centers
Director of Life Long Learning

Director of ASSESSMENT, REACH
Director of Recruitment
Director of Testing/Placement
Director of Veterans Affairs
Admissions Counselor/Coordinator Veterans Affairs
Electronics Technician
EOF Counselors
Evening Coordinator of Media Service
Financial Aid Counselors
Graduate Assistant
Head Tutors
Health Services Officer
Lab Coordinators
Library Systems Programmer
Manager Instructional Computer Activities
Manager Office Automation Services
Manager of Systems and Communications
Operations Manager
Programmer/Analysts
Purchasing Officer
Recruiter, Admissions
Recruiter, EOF
Research Assistant
Senior Programmer Analyst
Skills Center Assessment Manager
Skills Center Basic Ed. Instructors
Skills Center Clerical Instructors
Skills Center Specialists
Specialist, SIS
Supervisor Accounts Payable/Payroll
Supervisor/Instructor ABE Learning Center
Systems Programmer, Computer Services
Systems Project Manager, Computer Services

employed by the Employer at its Cranford, Scotch Plains, Elizabeth, and Plainfield New Jersey campuses, but excluding all office, clerical employees, guards and supervisors as defined in the Act, part-time employees who work less than twenty (20) hours a week, and all other employees. Future inclusions and exclusions may be determined by the parties.

B. New grant or contract funded positions intended to have a duration of at least twelve (12) months may be included in the bargaining unit, subject to the exclusions set forth in Section A. Positions having an intended duration of less than twelve (12) months may be included in the bargaining unit, upon renewal.

ARTICLE III

GRANT & CONTRACT EMPLOYEES

- A. It is recognized that the wages, hours, duration and other conditions of employment of employees who occupy such positions, shall be subject to such qualifications, limitations, prescriptions or restrictions as shall be set forth in the grant or contract which funds the position and to applicable rules or regulations. The College will, however, make all reasonable efforts to insure that such grants and contracts provide for wages, hours, and other conditions of employment consistent with the provisions contained in this agreement.
- B. The Association shall be promptly notified of any new or modified contracts or grants which do not permit compliance with all provisions of this agreement and the College shall meet with the Association to explore possible solutions in an effort to minimize the adverse impact upon affected employees.
- C. Upon the request of an Association representative, the College shall make available all such contracts and grants and all applicable rules and regulations.

ARTICLE IV

REPRESENTATION FEE IN LIEU OF DUES

A. All employees of the College covered by this Agreement, who are not members of the Association, shall be required to pay a representation fee in lieu of the regular dues, fees and assessments of members less the cost of benefits financed through dues, fees and assessments available to or benefiting only its members. The established representation fee shall be deducted during the months of January through June and shall be remitted to the State Association (NJEA) who will forward local monies to the Secretary/Treasurer of the local Association.

B. The Association represents to the College that it has established a demand and return system and that it is in compliance with the requirements set forth in Sections 2 and 3 of Chapter 477, Laws of 1979.

C. The Association agrees to indemnify the College and save it harmless from any and all demands, suits and other forms of liability that may arise out of, or by reason of, any action taken by the College for the purpose of compliance with any provision of this Article.

ARTICLE V

DEDUCTION OF DUES

A. Upon receiving the written authorization of an employee in proper form, setting forth the amount of dues required to be paid, the College will deduct the monthly dues from September through June as a condition of membership in the Association. The Association shall certify to the College, in writing, the amount of dues to be deducted. The College shall mail to the State Association (NJEA) the total amount deducted and a list of names of the employees from whose pay deductions were made. The State Association will then forward local dues to the Secretary Treasurer of the local Association.

B. The Association agrees to indemnify the College and save it harmless from any and all demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the College for the purpose of compliance with any provision of this Article.

ARTICLE VI

ASSOCIATION RIGHTS, PRIVILEGES AND OBLIGATIONS

A. Authorized representatives of the Association shall be permitted to transact official Association business relating to the employees represented by it on College property during regular working hours and at reasonable times, provided that there is no interference with or interruption of normal College operations or the duties and responsibilities of employees. Such representatives shall inform the designated College official of such visit.

B. Upon written request and with reasonable notice, the College will make available to the Association, an appropriate room for Association meetings and other official Association business. Such meeting shall be at reasonable hours and shall not interfere with or interrupt normal College operations or the duties and responsibilities of employees. The Association agrees to follow the policies of the Board pertaining the use of buildings.

C. The College shall permit the Association to use certain College facilities for purposes of official Association business relating the the College employees represented by it, including duplicating equipment, calculating machines and audio-visual equipment at reasonable times and with prior reasonable written notice when such equipment is not otherwise in use and is available. The Association shall reimburse the College for all reasonable costs in connection with such use.

D. The Association may post official Association bulletins and notices relevant to the employees it represents on a designated bulletin board. Notices containing statements derogatory to individuals or the College shall not be permitted.

ARTICLE VII

INFORMATION

The College shall provide the Association with notice of all persons employed in the bargaining unit after the effective date of this Agreement within thirty (30) days of the date of employment and notice of all changes in employees' status within thirty (30) days after the date of such change.

ARTICLE VIII

MANAGEMENT PREROGATIVES

A. Except as limited by this Agreement, the College reserves the right to manage and control College premises, properties, facilities and operations and to determine the location thereof; to hire, assign, transfer and promote employees; to maintain discipline and efficiency of employees; to lay off employees because of lack of work or for other legitimate reason; to determine the operations of work to be performed and the equipment and facilities to be used; and to introduce, discontinue, or change equipment or methods. All the rights, power or authority that the College had prior to the signing of this Agreement are retained by the College, except those abridged, delegated or modified by this Agreement or any supplementary agreements that may hereafter be made.

B. The College has no present intention to subcontract work that is presently being done on the premises by employees covered by this Agreement. In the event the College decides to subcontract work performed by such employees, which would result in their displacement, the College agrees to give the Association a ninety-day (90) notice of such intent. During the ninety-day (90) notice period, the College agrees not to displace the employee or employees involved because of such subcontracting and to meet with the Association for the purpose of assessing the impact of the subcontracting on employee displacement to the extent that all avenues will be explored in order to attempt to hold to a minimum any adverse effect on employees involved.

The College and the Association recognize that there may be situations where the College may not be able to give the full 90 days notice of intent to subcontract. In such situations, the College shall give as much notice as is practicable and shall provide displaced employees with notice and/or an alternative work assignment for a period of not less than ninety (90) days.

C. Any notice of displacement hereunder shall run concurrently with notice required pursuant to Article XIV, A.

ARTICLE IX

PROBATIONARY PERIOD

During the first ninety (90) days of employment in the bargaining unit, an employee shall be on a probationary working basis and may be discharged at the will of the College. No extension of this period may be granted without the written consent of the Association.

ARTICLE X

NON-DISCRIMINATION

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

ARTICLE XI

PROFESSIONAL RIGHTS AND RESPONSIBILITIES

An employee covered by this Agreement is an individual, a member of a profession, and a member of an educational community. When he or she speaks, acts or writes as an individual or a professional, he or she should be free from institutional censorship or discipline. As a member of an educational community, he or she should remember that the public may judge his or her profession and his or her institution by his or her acts and utterances. Hence, he or she should at all times be accurate, should not promote his or her personal belief or opinion, should show respect for the opinions of others, and should make every effort to indicate that he or she is not a College spokesman.

ARTICLE XII

WORKING HOURS

A. The normal work day for full-time employees covered by this Agreement shall consist of seven (7) work hours and an unpaid one (1) hour lunch period scheduled about the middle of the day.

B. The normal work week shall consist of five (5) consecutive work days, exclusive of Sunday, for a thirty-five (35) hour work week.

C. Employees in the same department may be scheduled for staggered lunch periods in order to insure coverage for the department.

D. The normal work week and work day for part-time employees shall be as scheduled. Part-time employees shall be given as much notice of scheduled changes as reasonably possible.

E. It is recognized that there are circumstances when the normal hours and days of work must be varied, extended or altered. Employees are expected to perform their assigned duties, when required, outside of their normal work schedule. The College will allow an equal amount of compensatory time off for hours an employee is required to work one or more hours in excess of his or her work day. Employees who earn compensatory time during any calendar quarter shall submit a time sheet of time earned to their immediate supervisor, indicating when that time will be utilized. Employees must make an effort to use compensatory time during the succeeding quarter. Employees who fail to schedule such compensatory time before the end of the succeeding quarter shall forfeit it. Supervisors shall, in consideration of operational requirements, grant employee requests to schedule such time off. Where the supervisor denies the employee's request and the supervisor and the employee are unable to agree upon an alternate schedule, the supervisor shall so advise the Contract Administrator, who shall make the necessary arrangements to pay the employee for such earned compensatory time at the employee's straight time hourly rate.

F. No employee shall be required to work on a Sunday, unless he or she has received at least ten (10) days notice, where possible, of such requirement. Normally, no employee shall be required to work more than two (2) consecutive Sundays. When possible, such assignments shall be rotated among qualified employees.

G. Any employee who is required to work three hours or more beyond the end of his or her scheduled work day, shall receive a meal allowance of \$8.00. Reference is made to the side letter agreement attached.

H. Should the College alter the normal work days and the normal work week during the summer, the College shall give to the Association thirty (30) days notice, which shall specify the following:

1. The date when such altered summer schedule shall commence and end.
2. That during such period:
 - a. The normal work day for full-time employees covered by this agreement shall consist of eight (8) hours and forty-five (45) minutes and an unpaid one-half hour lunch hour period scheduled about the middle of the day and;
 - b. The normal work week shall consist of four (4) consecutive work days, exclusive of Sunday for a thirty-five (35) hour work week.

ARTICLE XIII

SENIORITY

- A. 1. For purposes of this Agreement, seniority is defined as the length of full-time continuous service of an employee with the College. Upon expiration of a new employee's probationary period, such employee's seniority shall commence with the date of his or her most recent hire.
2. A part-time employee who is appointed to a full-time permanent position in the bargaining unit, shall be credited, for purposes of this Article, with six months seniority for any year he or she worked one thousand hours or more.
- B. Employees returning to the bargaining unit after transfer out will retain full service credited with the College. For promotions, transfers and layoff purposes, bargaining unit seniority for such employees will be the last date of return to the bargaining unit. This same procedure will apply to employees entering the bargaining unit from non-bargaining unit positions.
- C. When a vacancy occurs in a position in the bargaining unit, which the Board determines to fill, or when the Board decides to establish a new bargaining unit position, notice thereof shall be posted on the bulletin board for a period of five (5) working days.
- D. An employee who wishes to be considered for such job vacancy shall make written application to the Personnel Department. The vacancy must be in a job classification which is equal to or higher than the employee's current classification. No employee shall be allowed to downbid, except with the written consent of the College and the Association.
- E. Job vacancies within the bargaining unit shall be filled with the best candidate available. Appointments, transfers and promotions shall be based upon ability, experience and professional growth and progress. Every effort will be made to fill bargaining unit vacancies with qualified individuals from within the Unit. Where two or more applicants have relatively equal qualifications, seniority will govern.

ARTICLE XIV

LAYOFF AND RECALL

A. In the event of the layoff of a full-time employee covered by this Agreement, the employee and the Association shall receive as much notice as possible, but not less than 60 days or the employee shall receive pay in lieu of such notice.

B. A full-time employee who is laid off shall have the right to displace an employee with less seniority within the same or lower job grade, provided that the laid-off employee is relatively equally qualified to perform the work of the displaced employee. The College shall make the initial determination regarding the relative qualifications of the employee, however, any decision made shall be subject to the grievance and arbitration provision of this agreement.

C. Such employee shall be recalled by the College to the job title from which he or she was laid off in the order of seniority, provided he or she is qualified to perform the duties of the position. Employees on layoff shall be placed on a recall list for a period of two (2) years.

Employees who are on layoff status shall be mailed notices of other job openings within the unit and shall have the opportunity to bid for the same pursuant to the provisions of Article XIII of this Agreement. Employees are responsible to notify the College of a change of address.

D. When it is necessary for the College to assign employees from a twelve-month contract to a nine or ten-month contract, the College will attempt to rotate such assignments among the employees within the same job title. In such event, seniority may not apply.

E. No notice of layoff shall be given during an employee's vacation period.

F. An employee covered by this Agreement shall submit to the College a thirty (30) day notice of his or her resignation.

G. In the event of layoff of a part-time employee covered by this Agreement, the employee and the Union shall receive a thirty (30) day notice of same or the employee shall receive pay in lieu of such notice.

ARTICLE XV

PERSONNEL FILES

A. The College may maintain a pre-employment file, which shall contain materials received by the College from persons other than the applicant in connection with the employee's application for employment. Access to and utilization of the pre-employment file shall be exclusive to the College Administration and shall not be available to the employee or others.

B. 1. The College may maintain a central personnel file containing all official records and documents pertaining to each bargaining unit employee. Such central personnel files will be maintained under the control and supervision of the Personnel Office. Any College records or documents, which may be used in any performance evaluation or as evidence in connection with an arbitration proceeding shall be submitted to the employee at the time the material is placed in the personnel file.

2. An employee while employed shall be given reasonable opportunity to review the contents of his or her personnel file during regular working hours in the presence of one who normally has custody of the file. The College shall honor reasonable requests for copies of documents contained in an employee's personnel file.

3. An employee may submit for inclusion in his or her file, such material as he or she deems worthwhile, including employee's comment to supervisory evaluations.

4. The employee shall be apprised of any derogatory material placed in his or her file, and shall be invited to reply to same.

5. The College will deny access to employee's personnel files to individuals other than authorized management representatives except with written authorization of the employee.

C. Nothing contained in this Article shall limit the College in the maintenance and retention of other records dealing with routine matters including, but not limited to payroll and benefits.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

A. The College retains the right to discipline or discharge employees for just cause.

B. An employee will not be terminated for incompetency unless the employee and the steward have received prior written notice. Discharge for incompetency may not be imposed sooner than ninety (90) days after such notice.

C. A discharge grievance may be filed immediately with the Labor Contract Administrator. Concurrently therewith, the Association may submit the matter to the Public Employment Relations Commission for the selection of an arbitrator. The discharged employee and the steward shall promptly receive written notification of the nature of the offense for which the employee was discharged.

ARTICLE XVII

SALARIES

A. Those employees on the College payroll as of June 30, 1990 shall have their base salaries increased by a sum equal to seven and one-half (7 1/2) percent.

B. Those employees on the College payroll as of June 30, 1991 shall have their base salaries increased by a sum equal to five (5) percent on July 1, 1991. A further increase of two (2) percent shall be instituted on January 1, 1992 on the base salaries for those employees on the College payroll on December 31, 1991.

C. Those employees on the College payroll as of June 30, 1992 shall have their base salaries increased by a sum equal to five (5) percent on July 1, 1992. A further increase of three (3) percent shall be instituted on January 1, 1993 on the base salaries for those employees on the College payroll on December 31, 1992.

D. In each of the three years of the contract (1990-1991, 1991-1992, 1992-1993) the maximums in any range shall not limit any employee's wage nor the indicated annual increases, including adjustments (7 1/2% in 1990-1991; 5% and 2% in 1991-1992; 5% and 3% in 1992-1993) even if same results in an annual wage in excess of the indicated maximums.

E. The minimums and maximums for each of the three years are set forth in Schedule A.

F. That all retroactive salary commitments shall be made by means of a separate payroll check. To be paid by October 15, 1990.

SCHEDULE A

SCHEDULE OF SALARIES FOR FULL-TIME PROFESSIONAL EMPLOYEES

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	.....	14512	21884	12094	18236	10884	16413
1991-92	.....	14742	23085	12285	19237	11056	17313
1992-93	.....	15184	24470	12654	20392	11388	18372
A	Coordinator CARE						

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	.....	17630	26604	14692	22170	13222	19953
1991-92	.....	17909	28064	14924	23387	13432	21048
1992-93	.....	18446	29749	15372	24790	13835	22311
B	Assistant Director of Evening, Weekend, Summer College						
	Assistant Director of Registration						
	Assistant to the Director of the Police Academy						
	Campus Sergeant, Evenings						
	Coordinator of the GED Testing Center						
	Evening Coordinator of Media Center						
	Graduate Assistant						
	Head Tutors						
	Lab Coordinators						
	Recruiter, Admissions						
	Recruiter, EOF						
	Research Assistant						

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	.....	19565	29547	16304	24050	14674	22161
1991-92	.....	19874	31169	16562	25974	14906	23377
1992-93	.....	20471	36710	17059	27533	15353	24779
C	Admissions Counselors						
	Assistant Director of Media						
	Assistant Director of Student Accounts						
	Bi-Lingual Counselor/Administrator						
	Coordinator Instructional/Tutorial Services, EOF						
	Coordinator of Publications						
	Coordinator, Minorities in Engineering						
	Electronics Technician						
	Financial Aid Counselors						
	Health Services Officer						
	Library Systems Programmer						
	Manager Office Automation Services						
	Programmer/Analysts						

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	21715	32830	18095	27359	16286	24623
1991-92	22058	34632	18382	28860	16512	25974
1992-93	22720	36710	18934	30592	17040	27533

- D Assistant Director of Admissions
- Assistant Director Plant Operations
- Assistant Director of Registration/Records
- Assistant to the Controller
- Coordinator of Academic Advising
- Coordinator of Campus Center/Athletics
- Coordinator of Campus Center/Student Activities
- Counselors
- Counselors REACH/JTPA
- Director of Veterans Affairs
- EOF Counselors
- Senior Programmer Analyst
- Skills Center Assessment Manager
- Skills Center Basic Ed Instructor
- Skills Center Clerical Instructor
- Skills Center Specialists

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	24080	36595	20067	30496	18060	27447
1991-92	24461	38603	20384	32170	18346	28953
1992-93	25795	40920	20996	34100	18896	30689

- E Assistant Director of EOF
- Assistant Director of Financial Aid
- Coordinator IBI
- Director of Learning Centers
- Director of MEDIA
- Director of ASSESSMENT, REACH
- Director of Testing/Placement
- Manager Instructional Computer Activities
- Supervisor/Instructor ABE
- Supervisor/Accounts Payable/Payroll

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	26660	40974	22217	34145	19995	30730
1991-92	27082	43222	22566	36019	20311	32417
1992-93	27894	45816	23245	38180	20920	34362

- F Administrative Manager, Institute
- Bilingual Specialist, SIS
- Director of Life Long Learning
- Operations Manager
- Specialist, SIS
- Systems Programmer, Computer Services
- Systems Project Manager, Computer Services

GRADE	TITLES	12 mos.		10 mos.		9 mos.	
		Min.	Max.	Min.	Max.	Min.	Max.
1990-91	.....	29562	46173	24636	38477	22172	34630
1991-92	.....	30030	48707	25025	40590	23059	36531
1992-93	.....	30931	51630	25775	43025	23199	38723
G	Director of Recruitment						
	Manager of Systems and Communications						
	Purchasing Officer						

(a) Part-time professional employees will be compensated at hourly rates computed as 1/1820 of annual salaries for 12-month positions in their respective grades.

ARTICLE XVIII

WAGE RANGES

A. Wage ranges for new or substantially changed positions covered by this Agreement shall be established by the College. A copy of the new or revised job description and its accompanying wage range shall be furnished to the Association representative.

B. Such wage ranges and descriptions shall be subject to review by the Association. If the Association wishes to contest the new wage range, it shall notify the College in writing, within fifteen (15) working days following the written notification of the College's establishment of the range, otherwise, the range will become permanent.

C. If notice is received, the Association representative and College representative shall, within three (3) working days following receipt of the Association's notice, arrange a meeting to consider the matter. In case no agreement can be reached, the matter shall be handled as a grievance.

D. The reason(s) for all reclassifications and/or in-grade adjustments made by the College shall be provided in writing to the employee receiving the adjustment and to the Association. The reason(s) submitted shall not be subject to the grievance procedure.

ARTICLE XIX

INSURANCE BENEFITS

A. The College agrees to pay the premiums for the following insurance benefits during the term of this contract:

1. For eligible permanent employees covered by this Agreement and their eligible dependents:

a. New Jersey State Health Benefits Program, known as the Traditional Program, covering Basic and Major Medical (including the HMO option for non-traditional coverage). New employees shall be eligible for such plan coverage on the first (1st) day following two (2) months of employment.

b. Group Dental Insurance for employees and dependents which will be the New Jersey Dental Service Plan with 60/50/50 coverage which became effective January 1, 1985.

2. For eligible employees covered by this Agreement:

a. Enrollment in the applicable pension program as determined and designated by State law. The bargaining unit member's contributions and the contributions of the State/College shall be in accordance with State law. In addition, the College shall continue its supplementary contribution for those full-time employees of Union College who immediately prior to the merger were bargaining unit members participating in the TIAA/CREF pension program so as to insure that those bargaining unit members shall receive a total of ten (10%) percent contributed on their behalf. This supplementary contribution shall not apply to any person who entered or reentered the bargaining unit after the date of the merger. Eligibility for pension participation shall be in accordance with appropriate State law and regulations.

b. Group Life Insurance shall be provided to each pension plan participant in accordance with appropriate State law and regulation.

3. Professional Liability Insurance.

a. During the term of this contract, the College will pay the premiums for insurance to protect employees covered by this Agreement and hold them harmless from losses due to the commission of a wrongful act in the performance of their duties. The amount of such insurance shall be \$5,000,000 annual aggregate, and shall provide insurance for costs of investigation and defense of legal actions and claims for proceedings and appeals therefrom.

b. Mileage Reimbursement - When College vehicles are not available, an employee covered by this Agreement may use his or her private automobile for travel upon receipt of authorization from the employee's supervisor. Reimbursement for use of private vehicles shall be at the same rate as permitted by the Internal Revenue Service. In the event that the amount permitted by the Internal Revenue Service shall increase during the life of this Agreement, such increase shall become a part of this Agreement, concurrent with the date of the Internal Revenue Service announcement. There shall be no retroactive application of this increase. In the event that a higher mileage reimbursement is paid to any other group of employees of the College, such rate of reimbursement shall become and remain the rate of reimbursement for employees covered by this Agreement.

c. Eligible employees agree to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carriers or carriers affording the aforesaid benefits.

d. It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums for the insurance coverage heretofore set forth, and that any and all claims for benefits, eligibility requirements and other conditions shall be as set forth in the policy or policies of insurance carrier or carriers affording the aforesaid benefits. The terms and conditions of said policy or policies shall govern and control all questions or claims arising hereunder.

e. The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Covered employees shall not suffer any loss in benefits as a result of a change.

f. Employees on layoff status shall not be entitled to the benefits enumerated in this Article. Subject to the terms and conditions of the policies referred to above, an employee on layoff status may, at his or her option, continue any or all of the benefits enumerated in this Article at his or her own expense.

g. The College will reimburse individual bargaining unit members the difference between the cost of a complete annual physical and/or dental services by a physician and/or dentist of the member's choice and reimbursement for same from the N. J. State Health Benefits Plan and/or the College Dental Plan. Total reimbursement shall not exceed \$100.

ARTICLE XX

HOLIDAYS

A. All unit members in the employ of the College during the week of each recognized holiday are to receive the following holidays without deduction in pay:

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

B. Whenever said holidays are celebrated, employees shall be considered as having worked that day. Any holiday which falls on Saturday shall usually be observed on the preceding Friday, but in no event later than the succeeding Monday. Any holiday, which falls on Sunday shall be observed on the following Monday. Holidays which are observed during an employee's scheduled vacation shall extend that vacation by a period equal to the holiday(s).

C. In addition, such employees are to receive three (3) holidays to be designated by the College, without deduction in pay.

D. Full-time employees on other than 12-month assignments shall be eligible for those holidays which occur during their scheduled work period.

E. No holiday pay shall be granted for any period for which a leave of absence has been granted, such as sick leave, leave of absence without pay, etc.

ARTICLE XXI

VACATIONS

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

B. 1. After six (6) months of continuous employment during the first year of employment, employees shall be entitled to one and two-thirds (1 - 2/3) vacation days for each month worked on or before July 1st, retroactive to the date of hire, up to a maximum of twenty (20) days.

2. Employees who have completed one (1) year of continuous employment, but less than five (5) years of continuous employment on or before July 1st of each year, shall accrue one and two-thirds (1 - 2/3) days vacation for each month worked, up to a maximum of twenty (20) days vacation, during the vacation year.

3. Employees who have completed five (5) years of continuous employment or more on or before July 1st of each year, shall accrue two (2) days vacation for each month worked, up to a maximum of twenty-four (24) days vacation during the vacation year.

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

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

E. Vacations shall be taken during the year in which the vacation time is earned, except that, with the approval of the employee's supervisor, up to ten (10) days vacation may be transferred from one year to the next. The total accumulation of vacation time shall not exceed thirty (30) days.

F. An employee who is on layoff or leave of absence shall not accrue vacation benefits for the time he or she is not at work.

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

ARTICLE XXII

TUITION REIMBURSEMENT

A. The College agrees to provide tuition reimbursement for full-time employees covered by this Agreement for courses, which will enhance the contributions of the individual to the College.

B. A full-time employee shall become eligible for tuition reimbursement for graduate level courses at an accredited institution after one year of service with the College, provided that the courses pursued give promise of enhancing the employee's contribution to the College. Undergraduate courses leading to a baccalaureate degree shall be paid for, provided that the employee possesses an associates degree, or its equivalent (60 credit hours) and successfully completes the course.

C. The employee must obtain an "Application for Tuition Reimbursement" from the Personnel Officer, complete the same, and have the appropriate Vice President or Dean sign his or her approval. The completed and approved application must be filed with the Personnel Officer no later than ten (10) days before registration for classes in any academic semester.

D. 1. Reimbursement shall be made only for courses satisfactorily completed.

2. No reimbursement shall be made for fees, room, board, etc. No reimbursement shall be made for "Matriculation Continued", "Thesis Supervision", or the like.

3. In order to process the Application for Tuition Reimbursement, the employee must provide the Personnel Officer with a copy of the paid tuition bill and a copy of his or her transcripts showing satisfactory completion of the courses.

E. 1. An amount will be budgeted annually for tuition reimbursements.

2. After June 30, the Business Office shall determine the total amount requested for the preceding academic year.

3. Whenever the requests for reimbursement exceed the amount budgeted, reimbursements will be paid proportionately; however, refunds will normally be at least 100% of tuition paid.

4. A member of the unit may not receive payments totaling more than \$ 2,500.00 per year.

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

ARTICLE XXIII

TUITION REMISSION

A. The College agrees to accord to full-time members of the unit and their dependents free tuition in any course of study at the College, provided space is available and they meet the normal College requirements for admission to credit courses. This benefit covers tuition cost, general fees, and course fees only. Any additional charges such as books, etc., shall be paid by the student.

B. A bargaining unit member may enroll in credit courses during the employee's lunch hour, provided that the employee receives permission in writing, from the Vice President for Financial Affairs and Treasurer or his designee. Lunch hour is defined to mean the period between 11:30 a.m. and 12:30 p.m.; or Noon to 1:00 p.m.; or 12:30 p.m. to 1:30 p.m.; or 1 p.m. to 2 p.m.; or 1:30 p.m. to 2:30 p.m.

C. Employees and/or dependents must obtain a "Certification of Employment" from the Personnel Department. Proof of dependency status is required. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules and regulations.

ARTICLE XXIV

LEAVES

A. BEREAVEMENT LEAVE

1. In the event of the death of a full-time employee's legal spouse, mother, father, or child, the employee shall receive pay for the five (5) consecutive work days following the date of death. When computing the five (5) consecutive work days, those days when an employee is not scheduled to work, shall not be counted.
2. In the event of the death of a full-time employee's grandchild, brother, sister, mother-in-law, father-in-law or grandparent, the employee shall receive pay for up to three (3) consecutive days, those days when an employee is not scheduled to work, shall not be counted.
3. In the event of the death of a full-time employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee shall be entitled to receive pay for up to one (1) day following the death. When computing the one (1) day, those days when an employee is not scheduled to work, shall not be counted.
4. Bereavement pay shall be paid at the employee's regular straight time hourly rate of pay for a period, not to exceed seven (7) hours per day. Bereavement leave shall not be paid for any period of time, during which the employee would not have been scheduled to work, such as vacations, holidays, sick days, or other paid leave.
5. Part-time employees working twenty (20) hours or more, shall receive bereavement pay on a pro-rated basis.

B. JURY DUTY

1. Upon receipt by a full-time member of the unit of an involuntary subpoena related to College business or a summons for jury service, a copy shall be presented to the employee's immediate supervisor. The College will grant such employee time off, and will pay the employee the difference between jury duty pay and the employee's regular pay for each work day spent for such purposes, for a maximum of ten (10) work days.
2. The employee must present satisfactory proof to the College of such service and the amount paid to him or her for such service.

C. LEAVES OF ABSENCE DUE TO ILLNESS, INJURY AND PREGNANCY.

1. After six (6) months of employment, an employee shall be granted a leave with pay, less disability insurance and/or workmen's compensation payments with no loss of other benefits for absences due to illness, injury or pregnancy for a period of up to six (6) months. Except as otherwise provided herein, no benefits shall be payable for more than a total of six (6) months during any twelve (12) month period for the same reason, unless the periods of disability are separated by at least one (1) calendar month of active duty service.
2. The College may require a doctor's certification that the illness, injury or pregnancy is sufficiently debilitating to warrant the leave.

In the event of illness or injury, the following shall apply:

- a. For periods longer than six (6) months, the monthly income benefit provisions outlined in the Total Disability Plan shall prevail, subject to the provisions and regulations of the Plan.
- b. A doctor's certificate shall be provided for any absence due to illness or injury in excess of five (5) consecutive working days. An employee must notify the College as soon as is practicable of his or her illness or injury and the projected period of absence.
- c. Upon timely written request, an ill or injured employee who has exhausted the allowance provided above and who is still unable to return to work, shall be granted leave without pay for a period of up to one (1) year. The College at its discretion, may continue other benefits provided by this Agreement.
- d. This Article shall be subject to the provisions of applicable insurance company rules and regulations.

In the event of pregnancy leave, the following shall apply:

- a. As soon as practicable, but no later than sixty (60) days prior to the date on which she intends to begin the leave, the employee shall inform her supervisor, in writing, of the date she will commence her maternity leave and of the date she expects to return to work.

b. At least sixty (60) days prior to the expected date of return listed on her request for leave, the employee must give written confirmation to her supervisor that she will return on that date. If the employee fails to comply, the College shall consider this as a voluntary resignation.

c. An employee who has exhausted her pregnancy leave and who is unable to return to work, shall be granted an extension for a period of up to one (1) year, without pay, provided she requests such extension in writing at least sixty (60) days in advance of the expiration of her leave. The College, at its discretion, may continue other benefits provided under this Agreement.

D. LEAVE OF ABSENCE WITHOUT PAY

After the completion of one (1) year of employment with the College, an employee covered by this Agreement may be granted a leave of absence without pay or other benefits for up to one (1) year for personal or professional reasons with the approval of the appropriate divisional vice president, or dean. The employee must submit a request in writing to his or her immediate supervisor setting forth the purpose of the leave. Health and welfare benefits may be continued at the employee's expense where the terms of the applicable policy of insurance permit. Requests for such professional leaves must be submitted at least three (3) months before the leave begins. Requests for personal leaves will be submitted in writing with as much notice as is practicable. If any employee on such leave decides not to return to the College, he or she shall inform the appropriate divisional vice president or dean of the decision at least three (3) months prior to the expected date of return.

E. MILITARY RESERVE TRAINING LEAVE

1. Time off without loss of pay will be granted to full-time employees covered by this Agreement who lose time from their regular work schedule in order for them to fulfill their military service reserve training obligations.
2. Upon receipt of orders for such military reserve training, the employee shall provide his or her immediate supervisor and the Personnel Office with a copy.
3. Upon presentation of the military pay voucher(s) to the Personnel Office, the individual shall receive the difference between his or her regular salary and the military service salary, for each working day spent in military service, but for a maximum of ten (10) working days.

F. PROFESSIONAL ADVANCEMENT LEAVE

1. After the completion of six (6) consecutive calendar years of full-time employment with the College, an employee covered by this Agreement is eligible for a professional advancement leave with full pay for sixteen (16) consecutive weeks or with one-half pay for thirty-two (32) consecutive weeks for study and research, which will enhance the contribution of the employee to the College. The employee must submit a request in writing to his or her immediate supervisor at least ninety (90) days prior to the proposed starting date of such leave, outlining the purposes of the leave and how he or she intends to utilize it. The supervisor will forward his or her recommendation to the President of the College for consideration. The granting of professional advancement leaves shall be at the discretion of the College. If the leave is granted, the employee must submit a report upon completion of the leave indicating how the leave was used.

2. An employee granted such a leave agrees to remain in the employment of the College at least one year subsequent to its completion or to return the salary paid during the leave.

3. The employee granted such leave will be covered by the medical and pension benefits provided by the College; however, such professional advancement leave with pay shall not be available if the applicant receives remuneration from any other source for services performed during the period of such leave.

G. ASSOCIATION BUSINESS

1. Time off without pay may be granted to Association representatives to attend official Association conventions, conferences, or regional meetings. Leaves of absence without pay for Association officers and/or stewards may be granted for official Association business during which time the employee will retain seniority. Approval of requests for such leaves will be based upon the operational needs of the department, but such approval will not be unreasonably withheld.

2. The Association shall request such leaves in writing from the appropriate vice president or dean, and shall designate the applicable employee at least three (3) weeks in advance. Such leaves shall not exceed and aggregate total of five (5) working days per year.

ARTICLE XXV

PART-TIME EMPLOYEES

A. Permanent part-time employees covered by this Agreement, who worked at least 1,000 hours the previous year (i.e., July 1 through June 30), shall be eligible for the following benefits, subject to the terms and conditions set forth in the applicable Articles affording such benefits:

1. Jury Duty and Bereavement Pay for time lost from their regular work schedule.
2. Holidays which occur on any day such employee is regularly scheduled for work.
3. Vacations on a pro-rated basis.
4. Professional liability insurance.

B. Insurance benefits for permanent part-time employees covered by this Agreement are subject to the terms, conditions and eligibility requirements of the applicable policy of insurance, and subject to Article XIX - (INSURANCE) of this Agreement. Such benefits shall be available only to permanent part-time employees whose primary place of employment is at Union County College.

ARTICLE XXVI

GRIEVANCE AND ARBITRATION PROCEDURE

- A. The College and the Association recognize that in any employee group relations, problems or misunderstandings may arise. It is to the mutual interest of both parties that such problems be resolved quickly and fairly before formalizing the matter as a grievance. Where such problems arise, the employee concerned shall immediately contact his or her supervisor to discuss the matter. At his or her request, the steward may be present.
- B. If the problem is not satisfactorily resolved, the matter shall be submitted as a formal grievance. The basis and justification for such grievance shall be reduced to writing, signed by the Association and/or the employee and submitted to the employee's supervisor within fifteen (15) working days of its occurrence. Grievances not timely submitted shall be void.
- C. The employee's supervisor shall submit to the steward a written answer to the grievance within ten (10) working days after receipt of the grievance.
- D. 1. If the grievance is not resolved by the supervisor's answer, it may be appealed in writing to the appropriate Labor Contract Administrator within ten (10) working days after receipt of the supervisor's written answer. The appropriate Labor Contract Administrator or his or her designee, shall meet with the grievant or grievants together with the steward within ten (10) working days from the date the grievance was appealed. At this meeting, either party may request the presence of other individuals who may have been involved in order to get a full determination of the facts.
2. If the matter is resolved, such resolution shall be reduced to writing and signed by the parties. If the matter is not resolved, the College will set forth its position in writing, state therein the reasons for such position, and submit its answer to the steward within ten (10) working days from the conclusion of the meeting.
- E. 1. If the grievance is not resolved as a result of the preceding procedure the matter may be noticed for arbitration by the College or the Association within twenty (20) working days after the preceding step. Such requests for arbitration shall be submitted to the Public Employment Relations Commission.

F. The following grievances shall not be arbitrable.

1. Grievances involving the written policies of the Board of Trustees, including management prerogatives, which are not contrary to the provisions of this Agreement.

2. The salary structure.

3. The amount budgeted for tuition reimbursement.

4. Professional advancement leave.

5. The availability of space as the term is used in the Tuition Remission Article of this Agreement.

6. Grievances which do not involve the application, interpretation or alleged breach of the terms of this Agreement.

G. 1. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission and the arbitration shall be conducted in accordance with the rules of the Commission, except for disputes concerning Scope of Negotiations, whether or not a matter is arbitrable shall be decided by the arbitrator. The arbitrator's decision shall be rendered within thirty (30) days and may be subject to judicial review.

2. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.

3. The decision of the arbitrator shall be rendered within thirty (30) days and shall be final and binding.

4. The fees and expenses of the arbitrator shall be shared equally by the parties. All other fees and costs shall be borne by the party incurring the same.

5. Any of the above time limits may be extended by mutual consent, in writing, for good cause. In the event of failure by the College to proceed within any of the time limits specified above, the grievance shall be deemed settled in favor of the grievant. In the event of failure by the Association to proceed within any of the time limits specified above, the grievance shall be deemed waived by the Association and the grievant.

H. The purpose of this procedure is to provide the sole and exclusive method for the prompt resolution of grievances.

ARTICLE XXVII

NO STRIKE OR LOCKOUT

A. Strikes

It is agreed that the Association, its officers and representatives shall not authorize, condone or encourage a strike, slowdown, picketing or any other interference with or interruption of the College's operation for any reason during the term of this Agreement.

B. Lockout

The College agrees that there will be no lockout of employees during the term of this Agreement.

C. Remedy

In the event that there should be a strike, slowdown, picketing, or interruption of or interference with the College's operation as heretofore prohibited during the term of this Agreement, the Association and its agents and representatives agree to cooperate with the College to remedy such situation by giving immediate notice to the College and the employees to return to work. The College shall have the right to take such disciplinary or other action as it determines necessary against any employee for conduct proscribed by this Article, and shall have the right to obtain injunctive relief to restrain the violation.

ARTICLE XXVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction and such provision shall be inoperative, then, all other provisions shall not be affected thereby and shall continue in full force and effect.

B. Within thirty (30) days of any clause being declared invalid, the parties shall begin negotiations for a replacement clause. In the event that no agreement is reached, then the matter shall be submitted to P.E.R.C. for resolution under its impasse procedures, i.e. mediation and fact finding.

ARTICLE XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1990, and shall remain in full force and effect to and including June 30, 1993. The Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives at least sixty (60) days notice, prior to June 30, 1993, in writing, of its desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey, on the day of March 20, 1991.

UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION

UNION COUNTY COLLEGE

Frank H. Long (Pres.)

Charles Buck

James R. Kane (V.P.)

Rand Flynn

Marilyn Flood (Sec./Treas.)

Raymond Phillips

Jacqueline Leonard (Rec. Sec.)

John Davis (Gen. Del.)

SIDE LETTER AGREEMENT - #1

During the recent negotiating sessions, the following positions were discussed and it was agreed that the following would be excluded from the Recognition Clause:

- Assistant Dean of Continuing Education
- Assistant Director of the Employment Skills Center
- Controller
- Coordinator of the Senior Citizens Program
- Director of Computer Services
- Director of Counseling
- Director of Educational Opportunity Fund
- Director of the Employment Skills Center
- Director of Institutional Research
- Director of the Paramedic Program
- Director of the Plainfield Campus
- Director of Plant Operations
- *Director of Registration
- Director of Security
- Director of Student Accounts
- Programming Manager

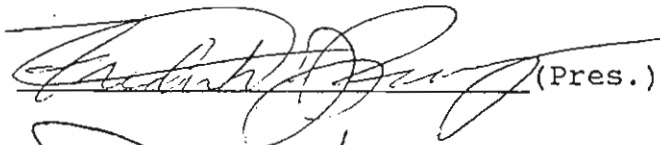
During negotiations, the College proposed that certain individuals be excluded from the unit, due to the supervisory nature of their position. The Association proposed to include these positions and their incumbents. The parties agreed to the following compromise, with respect to the following position only:

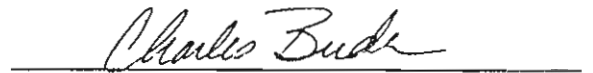
POSITION OUT; PERSON IN

*Director of Registration - The position shall be excluded from the bargaining unit, however, the person shall be included within the bargaining unit while employed by the College.

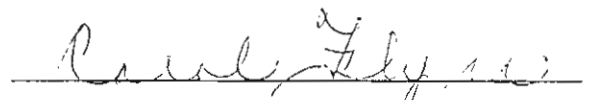
**UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION**

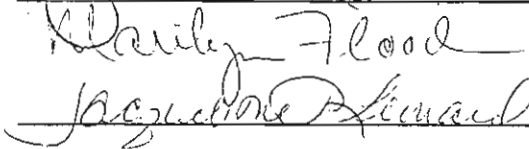
UNION COUNTY COLLEGE

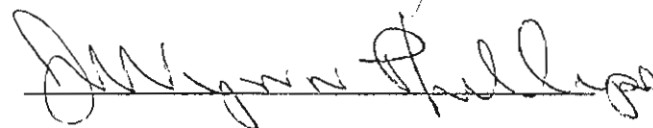
 (Pres.)














SIDE LETTER AGREEMENT - #2

During the negotiations, it was agreed that the past practice concerning meal reimbursement shall be continued in force and effect for the duration of this agreement with the understanding that an employee must work three hours beyond the end of the employee's normal work day to qualify for reimbursement and an employee who leaves the campus at the end of the employee's workday and returns to complete his/her assignment, will not qualify for reimbursement unless the returning employee works three or more hours. During registration, to the extent practicable, supervisors shall schedule employees to work a minimum of three (3) hours beyond the end of the employee's normal work day.

**UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION**

UNION COUNTY COLLEGE

Frank H. Perry (Pres.)

Charles Buda

James R. Kane

Paul Flynn

Marty Flood
Executive Director

Wayne Phillips

John Davis

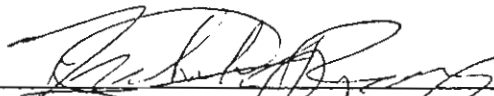
January , 1986

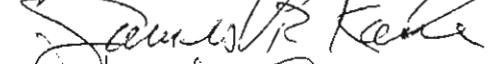
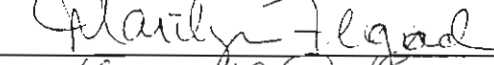
SIDE LETTER AGREEMENT -#3


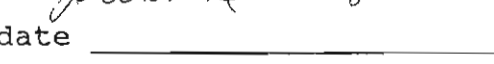
Employees of the former Union College who continued as employees after the merger of Union College with the Union County Technical Institute and who were enrolled in the Public Employees' Retirement System (P.E.R.S.) shall receive a sum of money equivalent to one-quarter of 1 percent, .0025, of the employees' annual salary each year until the employee is no longer an active bargaining unit member enrolled in P.E.R.S. as a result of employment at Union County College. This payment represents a compromise settlement for life insurance in the amount of one-half of the employee's annual salary which was allegedly eliminated in October, 1983, following the merger between the College and the UCTI which occurred on August 17, 1982. A list of eligible employees is attached * and only those employees who have maintained and continue to maintain the contributory portion of the P.E.R.S. life insurance are qualified for the one-quarter of 1 percent (.0025) payment. Reimbursement shall be payable as wages with appropriate deductions. Employees who terminated employment before the date of the Memorandum of Agreement (September 7, 1987) will not be entitled to reimbursement. Employees eligible for reimbursement shall be paid retroactive to February, 1985.

* L. Griffin-Martinez

**UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION**

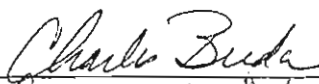



(Pres.)



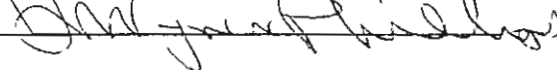



date _____

UNION COUNTY COLLEGE





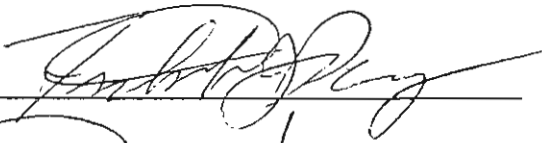


SIDE LETTER AGREEMENT

As part of the negotiated settlement between the parties it is hereby agreed that the position of Coordinator of Student Activities/Campus Center be reclassified to Grade D and the base salary of the current incumbent, Doris Edmonds, be adjusted by 6% effective February 16, 1990. The Association agrees to withdraw with prejudice the current grievance concerning this issue.

UNION COUNTY COLLEGE
EMPLOYEES ASSOCIATION

UNION COUNTY COLLEGE




James R. Kane

Maury Flood

Reginald Howard

John Davis



Carol Flynn
