

EX-1075

STORAGE

Essex

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*Supplement to contract*

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7/1/76 - 6/30/79

PREAMBLE

This Agreement made by and between the Board of Trustees of Essex County College, a non-profit educational institution in the City of Newark (hereinafter referred to as the Board or College) and the International Union of Operating Engineers (hereinafter called the Union).

*Custodial & Maintenance employees*

WHEREAS, it is agreed and acknowledged by both parties that the College is operating a non-profit educational institution, and

WHEREAS, it is the desire of both parties to this Agreement to work together to establish mutually satisfactory conditions of employment and to continue harmonious relations, and further, that every effort will be made to maintain the academic atmosphere, and

WHEREAS, it is the intent and purpose of both parties that this Agreement promote and improve the mutual interests of the College as well as its employees and to avoid interruptions and interferences with service to the College, its students and to the community and to set forth herein their agreement covering terms and conditions of employment,

WHEREAS, the Union recognizes that fulfillment of the Department's obligations to the operation of the College depends on the regularity and promptness of the employee's attendance and the Union will assist the College in achieving

this objective.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein contained and other good and valuable considerations, the parties agree as follows:

ARTICLE I  
RECOGNITION

(A) The College hereby recognizes the Union, for the duration of this Agreement, as the sole and exclusive bargaining agent under Public Law 303 as amended by Chapter 123, Public Law 1974 for all permanent full-time maintenance personnel (hereinafter to be defined) employed at the Newark campus of the College in the designated sections of the Physical Plant Department (hereinafter called "Department"), and in the following job titles, classifications or categories only:

Building Service Repairman  
Lead Custodian  
Custodian  
Elevator Monitor  
Lead Groundsman  
Groundsman  
Plumbing Specialist  
Electrical Specialist  
Boiler Operator

and all other similar job classifications which may be added to the elevator, custodial and building service sections during the contract term.

The above employees shall hereinafter be referred to as the "Unit".

#### EXCLUSIONS

(B) Excluded will be all supervisory personnel including but not limited to the Director of Physical Plant and the Superintendent of Buildings and Grounds and the Heads of any department section. Also excluded shall be all employees in those job classifications or titles directly covered by other collective agreements currently in existence by and between the College and other collective bargaining agents; all security personnel, all "exempt" personnel; students; part-time and temporary employees (as hereinafter defined) and supervisory, managerial and confidential employees of the College. Also excluded shall be all personnel whose salaries are derived from restricted sources such as Federal, State and Private grants.

#### STUDENTS

(C) Though it is not the intent of the College to use students as a means of eliminating bargaining unit positions, students attending the College may at the discretion and direction of the College be employed at any time and from time to time to perform work as a means of earning part of their expenses while studying at the College, and nothing contained in this Agreement shall restrict the type or amount of work which may be allotted to students.

(D) SUBSEQUENT CLASSIFICATIONS:

(1) The College shall have the initial right to determine whether any other job title, classification or category shall be included or excluded from the bargaining unit as defined by the Agreement. Should the Union protest this inclusion or exclusion, the parties shall meet in an attempt to resolve this dispute. Should the parties fail to resolve the dispute, either party may submit the matter to PERC for a unit classification in accordance with its rules and regulations.

(2) Pending a resolution of the dispute, the College shall be free to unilaterally determine the rate of pay, hours of work and other terms and conditions of employment for the disputed classification.

(3) Any such dispute shall not be subject to the grievance procedure of this Agreement.

ARTICLE II

DEFINITIONS

(A) The term "Board" as used in this Agreement shall refer to the Board of Trustees of Essex County College.

(B) The term "College" as used in this Agreement shall refer to Essex County College, Newark, New Jersey.

(C) The term "Union" as used in this Agreement shall refer to the International Union of Operating Engineers,

(D) The term "negotiating unit" or "appropriate bargaining unit" shall refer to that as defined in Article I of this Agreement.

(E) The words "Employee" or "Employees" as used hereinafter in this Agreement refer only to such persons who are at the time in question within the titles, classifications or categories listed in paragraph (A) of Article I.

(F) The term "Permanent Full-Time 'Unit' Employee" shall refer to those non-probationary employees who are employed for an indefinite period and who are scheduled to work forty (40) hours or more per week. Such employees are entitled, where eligible, for all fringe benefits provided herein.

(G) The term "Temporary Employee" shall refer to those employees hired for a period of up to three (3) months, and at the time of hire given a specific termination date. The said three (3) month period may be extended by the College.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

(A) The Union and the Board agree to conduct negotiations in as professional and informal way as possible and in accordance with Chapter 303, Public Law of New Jersey 1968, as amended by Chapter 123, Public Law 1974. These negotiations will be on matters concerning terms and conditions of employment for all members of the bargaining unit.

(B) Each party shall make a good faith effort by October 1st of the date preceding the date this Agreement expires to state to the other party its intention to initiate negotiations over a successor agreement.

(C) The parties shall make a good faith effort to exchange proposals and negotiations shall commence not later than October 15th of the date preceding the date of this Agreement's expiration, unless extended by mutual agreement of the parties. No new proposals will be introduced by either party later than two (2) weeks after initial proposals have been exchanged. Each party shall be entitled during negotiations to make counter-proposals at any time subsequent to these dates.

(D) Any agreement so negotiated shall be reduced to writing and signed by both parties. It shall be presented to the Board of Trustees for their adoption and to the Union for ratification.

ARTICLE IV

SCOPE OF AGREEMENT

(A) The Board and the Union acknowledge that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all terms and conditions of employment. The Board and the Union have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties, after the exercise of that right, are set forth in this Agreement.

(B) The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified, in whole or in part, except by an instrument in writing duly executed by both parties.

(C) This Agreement shall supersede any rules, regulations or practices of the Board with respect to terms and conditions of employment which shall be contrary to or inconsistent with its terms.

ARTICLE V

JOB DESCRIPTION

(A) There shall be published in the Essex County College Regulations Manual a job description for each position held by a member of the unit. Copy of said manual will be available in each department.

(B) The development of these descriptions shall be the responsibility of the College and further, the College shall have the right to change any job description semi-annually as in its sole discretion it deems desirable, and in so far as it will not be inconsistent with the terms of this Agreement. However, any individual employee affected by such change shall be notified.

ARTICLE VI

PROBATIONARY PERIOD

(A) All newly hired employees covered by this Agreement, whether or not previously employed by the College, shall be deemed probationary employees and shall be subject to a probationary period of ninety (90) calendar days commencing with the first day of their employment.

Days lost from work because of sickness and accident during the probationary period shall not be considered in computing the said ninety (90) day period.



(B) Notwithstanding any other provision of this Agreement, the College may at any time during or at the end of the period, discharge such probationary employee and such action shall not be made the subject matter of any grievance by the employee or the Union.

(C) A probationary employee shall not be covered by the terms and conditions of this Agreement for the entire duration of the period, however, upon expiration of the probationary period, his length of service shall be computed from the date of his last hire.

#### ARTICLE VII

#### OVERTIME POLICY

All members of the unit will be paid overtime at a rate of one and one half (1-1/2) times their regular hourly rate for all hours worked in excess of forty (40) hours in any one work week. Holidays, vacation days and personal days with pay shall be considered as part of the regular work week for the purpose of computing overtime pay. All members of the negotiating unit shall be expected to work overtime when requested and no overtime shall be paid unless specifically authorized by the appropriate supervisor.

ARTICLE VIII

LUNCH PERIOD AND BREAKS

(A) No employee shall be paid for working during a lunch period without the expressed prior approval of the Department Head. Also, working during a lunch period may not be used to substitute for a bargaining unit member's late arrival to work or early departure from work without the expressed prior approval of the Department Head. Lunch time may not be regarded as accumulative if not taken.

(B) All members of the unit working a full eight (8) hour shift shall be entitled to one (1) rest period for each one-half (1/2) of the work shift, both fifteen (15) minutes in length. Also, working during a rest period may not be used to substitute for a bargaining unit member's late arrival to work or early departure from work without the express prior approval of the Department Head. Break time may not be regarded as accumulative if not taken.

ARTICLE IX

TUITION WAIVER

For all non-probationary members of the unit who are accepted at Essex County College for enrollment in an academic program, the College shall grant full tuition waiver up to a maximum of twelve (12) credits of study per semester and six

(6) credits of study per term in courses offered by the College.

ARTICLE X

VACATIONS

(A) All non-probationary bargaining unit employees covered by this Agreement shall receive vacations with pay, if eligible, according to the following schedule:

<u>Period of Continuous Employment</u>	<u>Length of Vacation</u>
0 - 2 Years	1 working day vacation per month service or 12 vacation days per year
After 2 Years of service	1-1/4 working days vacation per month of service or 15 vacation days per year.
After 10 Years of service	1-1/2 working days vacation per month of service or 18 vacation days per year

(B) Vacation pay will be computed on the basis of the employee's regular base rate of pay at the time of the vacation.

(C) Vacation days in excess of twelve (12) may not be accrued from year to year. (The year being defined as September 1 to August 30). Days up to twelve (12) shall be reimbursed to the employee upon resignation from the College. There shall be no reimbursement upon termination for cause. All days not used, in excess of twelve (12), shall not be carried into the next year; shall be considered lost and shall not be reimbursable. Except as provided herein, there shall be no payment made for

vacation days not taken.

(D) To be eligible for vacation based upon a month of service as provided above, the employee shall not have been absent from work more than three (3) unpaid working days in said month.

(E) The Department Head shall have the right, at his discretion, to schedule vacations throughout the entire year in accordance with the best interest of the operation of the Department. No more than ten (10) days vacation may be taken by an employee at any one time without the permission of the Department Head.

(F) Eligible employees must submit a written request for the time off preferred at least three (3) weeks in advance.

(G) No part of an employee's scheduled vacation may be charged to sick leave unless specifically approved in writing by the Department Head.

#### ARTICLE XI

##### WORK WEEK

(A) All members of the unit shall be scheduled to work a normal 40-hour week on one of the three shifts in operation at the College including Saturday and Sunday hours. Any changes in current scheduled working hours within a workshift will be upon written notice to the employee involved at least one (1) week of the start of the new schedule. Similarly, any

change in working shift assignments for any employee(s) will be provided him/her in writing at least one (1) week in advance of the effective date of the shift change.

(B) There will not be any wage differential paid or deduction made whenever an employee's shift is changed.

## ARTICLE XII

### JURY DUTY

(A) If a member of the negotiating unit is called on and reports for jury duty, and serves or has been subpoenaed as a witness and must attend, he/she will be granted leave to fulfill such duty. He/she shall be paid for such duty an amount equal to the length of her absence from work times her regular straight time hourly rate of pay for a maximum of eight (8) hours in any one day, less any fees received by her on account of such jury duty.

(B) In order to be eligible for jury duty pay, an employee (1) must have been scheduled to work on that day; (2) must inform the Department Head immediately upon receipt of notice to report; (3) shall cooperate with the Department Head requesting excuse from or delay of jury duty in those cases in which the Department Head determines that the employee's absence will adversely affect the operation of his department; (4) must not have volunteered for such duty; (5) must furnish

a certificate of jury duty service or a certificate of service as a witness showing the fact that he/she reported and was dismissed on each day for which jury duty or witness duty is claimed and the amount of all fees received by him/her.

ARTICLE XIII

BEREAVEMENT LEAVE

(A) All non-probationary employees covered by this Agreement shall be granted paid time off for working days lost immediately following the date of death of members of the employee's immediate family for the purpose of attending the funeral. The immediate family and the number of days allowed for each are as follows:

Brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandmother, grand- father and any other relative residing in the household.	3 Days
Parent, spouse, child	5 Days

(B) In all cases, to be eligible for such leave, the employee must immediately notify his/her supervisor of absence and the College has the right to request proof of the deceased's relationship to the employee. The condolence leave shall be consecutive starting with the first day of absence.

ARTICLE XIV

PERSONAL DAYS

(A) After one (1) year of employment, all members of the negotiating unit are eligible to receive up to three (3) personal days with full pay per year for the purpose of transacting or attending to personal, legal, religious, or business

matters which require absence during working hours. As a condition of payment, it is mandatory that at least three (3) working days written notice of application to take a personal day be given to the employee's supervisor, except in cases of verified emergencies. Such application shall contain the reason(s) for said leave and why it is necessary to utilize a work day. Final approval for said leave will be made by the Department Head, and his decision will depend upon the workload and backlog. This decision shall be final.

(B) Personal days shall not accrue from year to year, and these days, if not used, are lost and not reimbursable upon termination of employment.

#### ARTICLE XV

#### SICK LEAVE

(A) Sick leave shall accrue to non-probationary members of the negotiating unit at the rate of one (1) day for every month of service, during the first year of employment.

(B) After the first year of employment sick leave shall accrue to all members of the negotiating unit at the rate of 1-1/4 days for each month of service. Accumulated days shall be accrued indefinitely, but all unused sick days shall be lost and not reimbursable at the time of termination or resignation. Nor may accumulated sick leave apply to the taking or extending of a vacation.

(C) Sick leave shall be used only for bonafide illness or disability to an eligible member of the unit.

(D) Payment under this provision shall be made providing that his/her supervisor is notified of the absence at the earliest possible moment but in no event after the start of the shift. A certificate from an employee's doctor will be required prior to payment to verify three or more consecutive days of sick leave absence. To insure that the employee has sufficiently recovered to return to work, the College may require a physical examination at no cost to the employee prior to return from sick leave.

(E) In addition to the above, no payment under this provision will be made for absences of employees on Mondays or Fridays or the day before or after a holiday, a long weekend or an employee's vacation period unless a doctor's certificate is obtained on the day of the absence from a doctor other than the College physician attesting to the physical inability of the employee to report in to work. Said proof of illness must be presented to the Department Head on the day of return to work.

#### ARTICLE XVI

#### COLLEGE RECESSES

(A) During the normal College winter recess period, four (4) scheduled working days off with pay will be granted to all non-probationary employees covered in this Agreement. This will be in addition to the official holidays as provided



for in this Agreement.

(B) If in the opinion of the Department Head the workload does not permit that time be given during the winter recess period, compensatory time off with pay shall be granted to the unit member as scheduled by his supervisor.

(C) For the purpose of this Article, an individual shall receive his regular base rate of pay not to exceed eight (8) hours pay for each day.

#### ARTICLE XVII

#### WEATHER CONDITIONS

(A) It is agreed that the employees of the unit have an obligation to maintain the facilities of the College in such condition to assure full operation of all its functions in spite of weather and other similar factors. Therefore, employees will not be excused from reporting to work on occasions such as school closings due to weather unless the closing affects and involves all functions and activities of the College (for example, night classes or weekend classes).

(B) The only exception is if the Department Head determines that the safety of the specific employee would be jeopardized by his/her required attendance.

ARTICLE XVIII

JOB POSTING

The College will post a notice of all those jobs titles, classifications and categories within the negotiating unit when they become available.

ARTICLE XIX

HOLIDAYS

(A) The College will make every attempt to grant non-probationary members of the negotiating unit covered by this Agreement the following holidays off with full pay:

New Year's Day	Washington's Birthday
Good Friday	Memorial Day
Independence Day	Martin Luther King's Day
Labor Day	Thanksgiving Day
Christmas Eve	Thanksgiving Friday
Christmas Day	
Employees' own Birthday	(as indicated in the personnel records)

Plus all other holidays officially declared by the College.

(B) The above holiday schedule will be subject to change as directed by the academic schedule of the College, but every attempt will be made to grant the equal number of days as outlined above. At the discretion of the Department, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, compensatory time off with pay for the hours worked will be granted or the employee

will receive the holiday pay in addition to the pay for the hours worked.

(C) To be eligible for holiday pay the employee must have worked his scheduled workday immediately preceding and his scheduled workday immediately succeeding the holiday involved.

(D) An employee shall receive holiday pay if not on unpaid sick leave, leave of absence, maternity leave, lay-off, and otherwise fulfills the eligibility requirements of this Article.

(E) An employee who is scheduled to work on any holiday and does not work said day shall receive no pay for such holiday.

(F) In all cases holiday pay shall be at the employee's regular straight time hourly rate not to exceed eight (8) hours.

#### ARTICLE XX

#### FREE PARKING

The College shall make every effort to grant members of the unit the privilege of free parking. Parking shall be allocated on a "first come, first serve" basis.

ARTICLE XXI

SAFETY

(A) It is the responsibility of the College to provide a safe atmosphere. Anytime an employee feels that a situation exists which affects the safe environment of his/her working area, the employee should contact the appropriate supervisor immediately, who shall determine whether or not the employee should remain or leave his work area until the condition is rectified.

(B) If the supervisor's response does not satisfy the employee, the employee and the union representative may discuss the matter immediately with the Department Head, whose decision shall be final.

(C) All members of the bargaining unit are obligated to report immediately all injuries or accidents on the job, whether occurring to the employee or fellow worker. This report shall be made to the Department Head who shall refer the individual involved to the College Health Services Department for treatment.

ARTICLE XXII

MEDICAL INSURANCE COVERAGE

(A) The College shall pay the full premium for the current Blue Cross - Blue Shield medical health insurance plan

provided all members of the unit and their dependants as defined by the plan. This health insurance shall include hospitalization, medical-surgical, major medical and Rider J insurance.

(B) The medical insurance provided is subject to and governed by all rules and regulations of the insurance carrier.

(C) The College reserves the right to substitute an equivalent plan so long as there shall be no reduction in benefits provided.

(D) The College will provide coverage under its current dental plan for all members of the unit. To the extent that it is currently provided, this plan will have a \$50 deductible provision, 80% co-insurance with maximum benefit of \$1,000.00, per year per member. There will be no orthodontics coverage under this plan. The College reserves the right to change this dental plan so long as the benefit levels are not changed. The College will pay forty percent (40%) of the individual coverage only. It is expressly understood that all members of the unit must enroll in the plan as a condition of the plan being implemented.

#### ARTICLE XXIII

#### LIFE INSURANCE

(A) All non-probationary unit members covered by this Agreement and under the Public Employment Retirement System,

shall receive life insurance as outlined in that plan.

(B) Life Insurance is provided by the Plan in the amount of 1-1/2 times the employee's annual salary. The College shall pay the full cost for this life insurance coverage.

(C) An additional 1-1/2 times annual salary of life insurance is provided, which is paid for by the employee, at the rate of 3/4 of one percent of his annual salary. This insurance is mandatory during the first year of membership in the Plan.

(D) The life insurance provided is subject to and governed by all rules and regulations of the insurance carrier.

#### ARTICLE XXIV

#### PHYSICAL EXAMINATION

Each employee in the Union will be required to take an annual physical examination, paid for or administered by the College (at the discretion of the College), during the period thirty (30) days before or thirty (30) days after his/her birthday. The focus of the exam will be on those aspects of the individual's condition which directly relate with his/her ability to perform the tasks of his/her position and to identify those conditions jeopardizing his/her personal safety and that of his/her fellow employees.

ARTICLE XXV  
RETIREMENT PLAN

(A) The College shall contribute an amount as fixed by law on behalf of all members of the unit eligible for participation in the Public Employees Retirement System of New Jersey.

(B) Contributions by the unit member to the Retirement Plan may be withdrawn if the employee leaves the employment of the College prior to retirement as defined by the Public Employees Retirement System of New Jersey.

(C) The administration and application of the Retirement System shall be governed in all instances by the rules and regulations of the Public Employees Retirement System of New Jersey.

ARTICLE XXVI  
LEAVE OF ABSENCE WITHOUT PAY

(A) A leave of absence without pay for just cause may be granted at the discretion of the Director of Personnel for up to six (6) months to a unit member who has completed one year or more of continuous full-time service. In certain circumstances a leave of absence beyond that period may be granted with the specific approval of the Director of Personnel and the Vice President for Administrative Services.

(B) All requests for leave of absence without pay

must be submitted to the Director of Personnel at least three (3) weeks prior to the intended leave.

(C) No leave of absence shall be granted to an employee who requests that leave of absence to pursue other employment.

(D) The following policy shall apply with respect to those employees on leave of absence without pay, including unpaid leave for maternity purposes.

1. Pension

(a) All pension contributions of the employee on a Leave of Absence ceases following the month in which the leave begins.

(b) When an employee returns from his Leave of Absence, he may, if he desires, purchase credit for pension participation retroactively for the entire period of the leave. To accomplish this, special forms must be prepared in the Personnel Office.

2. Life Insurance

(a) Depending upon when one's leave of absence begins, his deductions for the contributory life insurance may have been deducted for that month.

(b) For the non-contributory life insurance provided by the College, insurance coverage will continue in full force for the following approved leave of absences without pay:



While you are receiving periodic benefits under the Workmen's compensation law.

Up to one (1) year while on leave due to maternity.

Up to ninety-three (93) days while you are on a leave for any other reason.

3. Blue Cross, Blue Shield and Major Medical

(a) Coverage shall continue to the end of the month following the month in which one's leave begins. This applies to all leaves of absence including maternity.

(b) Coverage may be continued by an employee's payment to Essex County College for the cost of such premiums for a maximum of three (3) months. Additional extensions may be obtained subject to the approval of the Personal Director.

(c) To continue coverage beyond the three (3) month period provided above, payments directly to Blue Cross can be arranged by the individual.

4. In all cases, the rules and regulations as established under the above named health insurance, life and pension plans shall govern.

(E) Except as provided herein, an employee will not accrue benefits during any period of leave nor will he/she continue to accrue seniority. However, there will be no loss of previously accrued benefits or seniority.

ARTICLE XXVII

GRIEVANCE PROCEDURE

(A) It is the intention of the parties that all

complaints, disputes, controversies or grievances arising on or after the execution date of this Agreement and arising solely between the College and the Union or any employee in the negotiating unit and covered by this Agreement and involving only questions of the interpretation or application of any of the expressed written provisions of this Agreement shall be adjusted by and between the parties involved in the following manner:

(B) Every attempt should be made by the employee to resolve the grievance informally with the supervisor.

Step I - If this does not resolve the matter the grievant will prepare his complaint within two (2) working days of the grievance happening and in writing on a form provided by the Personnel Department. The employee will review the grievance with the supervisor and the supervisor will submit an answer to the grievant in writing within five (5) days of the review.

Step II - Should Step I fail to resolve the problem to the grievant's satisfaction, the grievant can then request in writing to the supervisor that a meeting be held with the supervisor and the Department Head. It is the supervisor's responsibility to call the meeting within five (5) days of the request. An answer in writing to the grievant from the Department Head must follow within five (5) days of the meeting.

Step III - If the grievant is not satisfied with

the answer given in Step II, the grievant may within five (5) days of the answer request the Director of Personnel to call a meeting with the supervisor and the Vice President of Administrative Services. The Director of Personnel will hold the meeting within five (5) days of the request.

Step IV - The Director of Personnel will submit an answer to the grievant in writing within five (5) days of the meeting. If the grievant is not satisfied with the answer submitted, he may request in writing to the Director of Personnel for a meeting with the President of the College or his designee. The Director of Personnel will hold the meeting within six (6) days of the request with the President or his designee and all parties concerned.

The President or his designee shall render his written decision. This decision shall be final and binding.

(C) All documentation related to the grievance will be placed in a file separate from the grievant's personnel file.

(D) The days indicated in the grievance procedure refer to working days Monday through Friday only and shall be considered of the essence. Any grievance not raised or appealed within the time limits shall be considered waived or settled. Any answer not given by the College within the time limits shall permit the lodging of the appeal at the next step as though the grievance was denied within the time limits.

(E) It is the responsibility of the Director of

Personnel when notified to expedite the grievance procedure as quickly as possible.

(F) After Step II of the grievance, the grievant may ask a representative of the Union to participate in the defense of the grievance.

#### ARTICLE XXVII

##### DEDUCTIONS FOR UNION DUES

(A) Any member of the unit may at any time sign and deliver to the payroll department of the College an assignment authorizing the deduction of uniform dues of the Union. Such authorization shall continue in effect until it is formally revoked by the member of the unit and copies thereof delivered to the Union and the payroll department of the College.

(B) Deduction of union dues shall be made bi-weekly from regular check payment for 26 payments per year.

(C) The deductions shall be made in accordance with the written authorization form to be developed by the Union and the College.

(D) The Union shall certify to the Board of Trustees in writing, the current rate of its union dues. Should the Union change the rate of its Union dues, it shall give the Board of Trustees written notice thirty (30) days prior to the effective date of such change.

(E) It is specifically agreed that the College assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the College harmless from any claims, actions or proceedings by any employee arising from deductions made by the College hereunder.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

(F) The Union shall waive all right and claim against the Board of Trustees for improper deductions provided that such deductions and transmittals have been made in accordance with the authorization received from the Union.

#### ARTICLE XXIX

#### BOARD RIGHTS

(A) Notwithstanding any provision of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the law and constitution of the State of New Jersey, and all local, state and federal laws.

(B) The Board retains all rights of management and control of the College and any of the rights, powers, and/or authority the Board previously enjoyed or exercised are retained by the Board and may be exercised without prior notice or

consultation with the Union except those specifically abridged or modified by this Agreement.

ARTICLE XXX

MATERNITY LEAVE

(A) Unpaid Leave

(1) Maternity leaves without pay will be granted to eligible employees who have completed one year or more of continuous full-time service. Generally this leave shall be up to a maximum of six (6) months. If more than a six (6) month period is required, a request for an extension of time will be considered by the College.

(2) Employees who become pregnant shall promptly notify the Department in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

(3) Leave will be granted upon written application at least three (3) weeks in advance of said leave.

(4) Except as provided herein an employee will not accrue benefits during any period of leave nor will she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

(B) Disability Leave For Pregnancy

(1) Those employees who become pregnant and who desire to work until the point of disability, shall notify the

Department in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

(2) By the end of the fifth (5th) month of pregnancy, such employees who wish to continue working to the point of disability shall provide the Department with a statement from their attending physician certifying the expected date of delivery, their physical ability to continue working and the date up to which they will be physically able to continue working in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by a College designated physician.

(3) This disability shall be for a period up to one (1) month or to the end of the disability which ever is shorter. The leave may be extended upon written request to the Department with proof of continued physical disability. Employees who request such extended leave will be required to submit a doctor's certificate of continued disability for each month that the leave is extended. (Accumulated sick leave may be used during any period of disability.)

(C) An employee who indicates a desire to return to her employment on or before the expiration date of her disability leave shall be reinstated to her former position or to

a position of like status and pay without loss of benefits or service credit provided that she gives reasonable notice (at least two (2) weeks) to the Department Office of her intention to return and provides a certification from her physician to the effect that she is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.

(D) With respect to any disability leave for pregnancy or unpaid leave for maternity purposes, the Board at its discretion can appoint a doctor who will examine and offer professional opinion at any time during the pregnancy and post-partum period where there is a question as to the employees' functional capabilities in discharging her professional responsibilities.

#### ARTICLE XXXI

##### UNIONS RIGHTS AND RESPONSIBILITIES

(A) Duly authorized representatives of the Union, as certified to the Director of Personnel and the Department Head by the President of the Union and who are employed at the College, shall be permitted to transact official Union business on College property so long as it is on non-work time (such as "lunch" and "break" time) and so long as there shall be no interruption with normal College operations or student activities and so long as there is no interference with the work time of other members of the bargaining unit.



(B) The Executive Committee, to a maximum of three (3) employees, may be granted up to one (1) hour per month for the purposes of conducting meetings during work hours so long as approval is received from the Department Head.

ARTICLE XXXII

PERSONNEL FILE

(A) Each member of the bargaining unit will have on file in the office of the Director of Personnel a personnel file. This file will be considered the official personnel file for the member of the unit.

(B) Upon written notice of at least one (1) day to the Personnel Department, the personnel file shall be open to the member of the negotiating unit in the Personnel Department on a working day, between the hours of 9 A.M. to 3 P.M. upon the signature of the member of the unit requesting to see his file. The time for review shall be kept to an absolute minimum, but in any event, not to exceed fifteen (15) minutes. The following material contained in the personnel files shall not be made available to the individual:

(1) Character and job reference from outside sources.

(2) Placement records which contain references from outside sources.

(3) Transcripts restricted by the sending institution.

(4) Other confidential references or confidential information obtained from outside the College.

(C) No document other than those of a confidential nature mentioned above, which is derogatory to the employee's conduct, service, character or personality, shall be inserted in the individual member's personnel file without prior written notification. The individual member shall have the right to respond to any non-confidential document within ten (10) days from its placement in his file. This response shall become part of his personnel file. The employee shall acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The above shall apply both with respect to those who are employed and those who have since left the employ of the College.

(D) The Director of Personnel will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Director of Personnel.

(E) Consistent with the requirements of (B) above, an individual may make one (1) copy of each item contained in his file that is not restricted by (B) (1) - (B) (4) above.

Such copies shall be made by the Office of Personnel which shall charge the individual five (5) cents per copy. All such material copied shall be for the sole and exclusive use of the individual.

ARTICLE XXXIII

MILITARY LEAVE

All members of the unit shall be eligible for military leaves of absence in accordance with the provisions of the Universal Military Training and Service Act and other similar legislation relating to employment rights of persons in the military forces of the United States.

ARTICLE XXXIV

RESERVE TRAINING LEAVE

(A) All members of the unit shall be eligible for reserve training leave as a member of any armed forces or national guard reserve unit, in accordance with the provisions of applicable law.

(B) Two (2) weeks notice, made to the Department Head, of intended absence is required and the College reserves the right to request and obtain a copy of the official military orders.

(C) Such leave shall not be charged against vacation time.

ARTICLE XXXV

RESIGNATION

(A) When voluntarily resigning from employment, all bargaining unit members shall give two (2) weeks notice of resignation.

(B) All such notices shall be in writing and directed to the Department Head with a copy to the Director of Personnel.

(C) Any individual's termination shall be subject to a termination conference with the Director of Personnel or his designee.

ARTICLE XXXVI

NO STRIKE

(A) During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, sympathy, unfair labor practice, or otherwise), slow-downs, walkouts, sit-downs, picketing, boycotts or any activities which interfere directly or indirectly with the operations of the College.

(B) The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any strike in violation of this Article.

(C) Any employee who violates this Article shall be subject to disciplinary action, including discharge.

(D) In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Article occur, the Union within twenty-four (24) hours of a request by the College, shall take all reasonable steps to halt the prohibited actions.

#### ARTICLE XXXIX

#### SAVINGS CLAUSE

In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law, whether local, state or federal, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

#### ARTICLE XXXVIII

#### RETROACTIVE

Nothing in this Agreement which changes pre-existing

policies, rules or regulations of the parties will operate retroactively, prior to the effective date of this Agreement, unless expressly so stated.

ARTICLE XXXIX

DURATION

The Agreement shall become effective July 1, 1976, and shall remain in full force and effect for a period of three (3) years until 12:00 midnight June 30, 1979, and shall be renewed automatically for successive periods of one (1) year thereafter unless written notice of termination, or written notice of a desire to negotiate changes in the provision of the Agreement is given by either party to the other party at least ninety (90) days prior to the expiration date of this Agreement, or any subsequent annual renewal period.

ARTICLE XXXX

DISCHARGE & DISCIPLINE

(A) The College has the sole and exclusive right to manage its operation and direct the working forces, require reasonable standards of performance, maintain order and discipline, promote efficiency, and to suspend, demote, discharge or otherwise discipline its employees. Any action taken by

the College with respect to the above shall not be subject to the grievance procedure of this agreement.

(B) Grounds for immediate discipline up to and including discharge shall include but not be limited to the following:

(1) Three or more days absence owing to alleged illness in any three (3) month period, commencing with the first of the month, not supported by a medical certificate obtained from a physician other than the college physician or by a record of hospital confinement.

(2) Failure to follow authorized instructions of supervision including but not limited to an authorized change of shift or working hours pursuant to this Agreement.

(3) Punching another employee's time card or falsifying or attempting to falsify any information given to the College with the intent to deceive, hide or misrepresent any fact or situation.

(C) Should there be any dispute under this article, an affected employee feeling aggrieved may, within five (5) days of the effective date of the discipline imposed, request a review of the disciplinary action before the Personnel Committee of the Board of Trustees, whose decision in the matter will be final and binding on all parties concerned.

ARTICLE XXXXI

POSITION CLASSIFICATION GROUPING

(A) The Union and the College agree that all employees as covered by this Agreement shall be grouped into (1) of nine position classifications as shown on Schedule A.

(B) Effective July 1, 1976, all non-probationary members of the unit, who have not reached the maximum hourly wage for their position classification, shall receive the next higher hourly rate indicated on Schedule A, which exceeds their June 30, 1976 rate of pay.

(C) The maximum hourly rates for each position classification, as shown in Schedule A, shall not be increased during the life of this contract.

(D) Each unit member's salary will increase to the next step each July 1, of this Agreement, providing that satisfactory progress has been made by the employee. Satisfactory progress or the lack thereof shall be determined after the completion of the evaluation procedure currently in existence at the College for members of this unit. Evaluations will provide a primary basis, but not the sole bases, upon which recommendations shall be based.

(E) All members of the unit at maximum for their position classification shall receive a three (3) percent increase each year of the Agreement assuming that in every case the individual as of the date of the scheduled increase, has had seven (7) years or more of continuous service in his/her position classification at Essex County College.

(F) The starting salary for all new employes shall be at Step I of the applicable position classification.



(G) The rates established by this Article shall not be subject to change or reopened for the duration of this Agreement and shall apply regardless of the shift that the employee works. There will not be a shift differential.

SCHEDULE A  
HOURLY SALARY SCHEDULE

STEP

	1	2	3	4	5	6	MAXIMUM
Custodian	3.07	3.32	3.54	3.76	3.98	4.20	4.42
Elevator Monitor							
Groundsman							
Lead Custodian	4.13	4.46	4.76	5.05	5.35	5.65	5.95
Lead Groundsman							
Building Service Repairman	4.34	4.68	4.99	5.30	5.61	5.92	6.24
Boiler Operator							
Plumbing Specialist	5.72	6.06	6.39	6.73	7.06	7.40	7.77
Electrical Specialist	6.13	6.49	6.85	7.21	7.57	7.93	8.29

IN WITNESS WHEREOF, the UNION and the BOARD have caused this agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_ 1976 by the President of the Union and the Chairman of the Board of Trustees.

Local 68 Engineers, I.U.O.E.

*Vincent J. Sullivan*  
Business Manager

*Attilio DeLuca*  
Chairman of the Board of Trustees  
Essex County College

*Thomas P. Binini*  
President of the Union

*Donato Benedetto*  
Recording Secretary

\_\_\_\_\_  
Witness

*Donato Benedetto*  
Business Representative

5-10  
1976 5-10-76