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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF

MIDDLESEX COUNTY COLLEGE Board of Trustees

AND

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION

AFSCME, LOCAL 2269

X July 1, 1981 - June 30, 1983

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for consistent data collection procedures and the use of advanced analytical techniques to derive meaningful insights from the data.

3. The third part of the document focuses on the implementation of data-driven decision-making processes. It provides a detailed overview of the steps involved in identifying key performance indicators (KPIs) and using data to inform strategic decisions.

4. The fourth part of the document addresses the challenges and risks associated with data management and analysis. It discusses the importance of data security, privacy, and the potential for bias in data analysis.

5. The fifth part of the document concludes by summarizing the key findings and recommendations. It emphasizes the need for a continuous and iterative process of data collection, analysis, and decision-making to ensure the organization's long-term success.

6. The sixth part of the document provides a detailed overview of the data collection and analysis process, including the various methods and tools used to collect and analyze data.

7. The seventh part of the document discusses the importance of data security and privacy, and the potential risks associated with data management and analysis.

8. The eighth part of the document concludes by summarizing the key findings and recommendations, and emphasizes the need for a continuous and iterative process of data collection, analysis, and decision-making.

TABLE OF CONTENTS

	PAGE
Article I - Recognition	1
Article II - Definitions	1
A. Permanent regular	1
B. Permanent part-time	1
Article III - Agreement Clause	2
Article IV - Union Rights	2
A. Leave for union activity	2
B. Union representatives	2-3
C. Union use of College equipment	3
D. Union use of College internal mail system	3
E. Union purchase of College equipment	3
F. Union right to information	3-4
G. Union right to bulletin board space	4
H. Posting of job vacancies	4
I. Dues deduction	5
J. Representation Fees.....	5
Article V - Employee Fringe Benefits	6
A. Paid holidays	6
B. Vacation	7-8
C. Health Benefit Plan	8
D. Travel	8
E. Retirement	8
F. Educational Assistance	8-9
Article VI - Paid Leaves of Absence	9
A. Sick leave	9-10
B. Family illness	10
C. Funeral leave	10
D. Jury duty	10
E. Personal leave	11
F. Annual military duty	11
G. Disability leave	12
Article VII - Nonpaid Leaves of Absence	12
A. Military leave	12
B. Personal leave without pay	12
C. Maternity leave	13
Article VIII - Working Conditions	13
A. Call back pay	13
B. Rest periods	14
C. Overtime	14
D. Workweek ..	15
E. Shift differential	15
F. Emergency closing	15
G. Health and safety	16

	PAGE
Article IX - Probation, Seniority, Layoff and Termination	16
A. Probationary status	16
B. Seniority	16-17
C. Termination	17
D. Discipline and discharge	17
Article X - Grievance Procedure	18
A. Definition	18
B. Procedure	18
C. Miscellaneous	20
D. Informal Discussions.....	20-21
Article XI - Salary and Classification Schedule	22-23-24
Article XII - Parking and Identification	24
A. Parking	24
B. Identification	25
Article XIII - Management Rights	25
Article XIV - No Strike Clause	25
Article XV - Nondiscrimination	25
Article XVI - Miscellaneous	26
A. Savings clause	26
B. Printing agreement	26
Article XVII - Duration	26-27

ARTICLE I RECOGNITION

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

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

ARTICLE II DEFINITIONS

A. Permanent Regular:

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

B. Permanent Part-time:

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

ARTICLE III AGREEMENT CLAUSE

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

This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of Trustees.

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

ARTICLE IV UNION RIGHTS

A. Leave for Union Activity

The Board agrees to provide leave of absence with pay to permit Union delegates to attend conventions, conferences, or education classes, provided that the total amount of released time with pay, between July 1, 1981 and June 30, 1983, shall not exceed ten (10) days, not to exceed one (1) bargaining unit member per department, nor two (2) unit members per event.

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

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

B. Union Representatives

1. Authorized representatives of A.F.S.C.M.E., who are not employees of the College, may be admitted to the premises of the College.

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

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

C. Union Use of College Equipment

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

D. Union Use of College Internal Mail System

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

E. Union Purchase of College Equipment

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

F. Union Right to Information

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

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

G. Union Right to Bulletin Board Space

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

H. Posting of Job Vacancies

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

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

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

The College agrees not to advertise or publish job vacancies other than Grades One (1), Two (2), Three (3), and Four (4) off campus until the Personnel Manager has determined that no employee possessing the necessary job qualifications has bid on the job.

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

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

I. Dues Deduction

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

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

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

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

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

J. Representation Fee

The Board agrees that the Union may collect a representation fee in lieu of dues from nonunion members in the Bargaining Unit and the Board will implement payroll deductions as provided in the relevant New Jersey Statute. The representation fee shall be made effective on October 1, 1981.

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board of Trustees in conformance with this provision.

A. Paid Holidays

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

Presidents' Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
New Year's Day
One designated day to be set for fiscal years 1981-82 and 1982-83 according to the academic calendar.
One floating holiday to be mutually agreed upon by the individual and the immediate supervisor each year of the agreement.

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

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

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

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

B. Vacation

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

After the completion of three years of continuous full-time employment, vacation leave shall accumulate at the rate of one and one-half (1 1/2) days per full month worked.

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

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

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

Vacation allowance may accumulate to a maximum of 35 days in a 12-month period beginning July 1 and ending July 30. In the event that more than 35 days have accumulated as of June 30, said days over the maximum will be deducted from the employee's accrual.

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

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

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

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

C. Health Benefit Plans

A health benefit plan including major medical coverage and a dental plan shall be provided by the College. Dental plan coverage for dependents who are full-time students shall cease at age 23. The health benefit plan and dental plan shall be provided at no cost to the employee and his/her dependents provided:

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

1. Members of the bargaining unit shall be entitled to a physical examination by the physician of his or her choice in the 1982-83 year of the contract. Upon presentation of the bill from a licensed physician, accompanied by the appropriate reimbursement form to the Business Office, the College shall reimburse the bargaining unit member a sum not to exceed \$40 in fiscal year 1982-83.

- D. When travel is required as part of an employee's job responsibilities and prior authorization by the immediate supervisor is obtained, and a College vehicle is unavailable, an employee using his/her personal vehicle for authorized travel shall be reimbursed at the rate of 20¢ per mile.

E. Retirement

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

F. Educational Assistance

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

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

If the employee and the employee's supervisor feel that a course given during normal working hours would benefit the employee and the College, the supervisor and the employee, in cooperation with the Personnel Department, may reschedule the employee's work hours to allow participation during working hours.

2. A member of the bargaining unit may receive an additional \$15.00 per credit hour in salary for each approved credit of course work directly related to job function and \$8.00 per approved credit hour in salary for course work required in achieving a degree in a related field, subject to the following provisions:
 - A. A written request shall be submitted to the Supervisor and Personnel Manager for approval prior to enrollment in the course.
 - B. The approved monetary payment shall be made upon receipt by the Supervisor and Personnel Manager of a grade transcript indicating a passing grade of C or better. Transcripts are to be submitted in the months of February, June and August.
 - C. Up to 12 credit hours per fiscal year may be approved.
 - D. Denial of approval shall not be grievable but the employee shall have the right to a hearing with the Personnel Manager to discuss the reason for said denial.

ARTICLE VI. PAID LEAVES OF ABSENCE

A. Sick Leave

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

ARTICLE X

GRIEVANCE PROCEDURE

A. Definition

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

B. Procedure

Step One: Informal - Immediate Supervisor

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

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

Step Two: Formal - Personnel Manager

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

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

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

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

Step Three: DIRECTOR OF PERSONNEL and EMPLOYEE RELATIONS

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

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

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

Step Four: Final and Binding Arbitration

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

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

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

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

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

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

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

C. Miscellaneous

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

D. INFORMAL DISCUSSIONS

1. An employee who has a complaint or dispute related to terms and conditions of employment which does not stem from a question of the interpretation, meaning application, or claimed violation of this agreement, has the right to discuss that complaint with his or her immediate supervisor in an effort to seek a mutually satisfactory solution to the problem. If the complaint

cannot be resolved with the supervisor, the employee is entitled to discuss the problem with the department or division head. If the situation cannot be resolved at this level, the employee is free to bring the problem to the Director of Personnel and Employee Relations who will attempt to bring the appropriate parties together to find a solution to the problem. The employee may at his/her discretion be accompanied by a Union representative at any of the aforementioned discussions.

ARTICLE XI SALARY AND CLASSIFICATION SCHEDULE
1981-82

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLES</u>
1	\$7,607	\$11,958	A. V. Aide Account Clerk II Child Care Relief Worker Administrative Aide III Switchboard Operator Machine Operator Child Care Cook
2	8,179	12,854	Library Assistant *Messenger *Dispatcher Studio Assistant Laboratory Coordinator III Recreation Room Supervisor
3	8,793	13,327	Account Clerk I Administrative Aide II *Mail and Parcel Carrier Secretary II Senior Library Assistant Data Control Clerk
4	9,451	14,855	Child Care Aide Theater Assistant *Equipment Aide
5	10,160	15,399	Laboratory Coordinator II Offset Operator Early Childhood Assistant Nursing Laboratory Assistant Typesetter II Administrative Aide I Secretary I Payroll Clerk Correspondence Secretary Teacher Aide
6	10,921	16,555	*Athletic Trainer/Equipment Aide Theater Coordinator Costume Coordinator Media Technician Computer Operator Typesetter I
7	11,742	18,457	Laboratory Coordinator I Graphic Arts Specialist
8	12,621	19,840	Senior Computer Operator Graphic Arts Production Assistant

*40 Hours Per Week

ARTICLE XI

SALARY AND CLASSIFICATION SCHEDULE
1982-83

<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>TITLES</u>
1	\$ 8,063	\$13,243	A. V. Aide Account Clerk II Child Care Relief Worker Administrative Aide III Switchboard Operator Machine Operator Child Care Cook
2	8,670	14,236	Library Assistant *Messenger *Dispatcher Studio Assistant Laboratory Coordinator III Recreation Room Supervisor
3	9,321	14,760	Account Clerk I Administrative Aide II *Mail and Parcel Carrier Secretary II Senior Library Assistant Data Control Clerk
4	10,018	16,452	Child Care Aide Theater Assistant *Equipment Aide
5	10,770	17,054	Laboratory Coordinator II Offset Operator Early Childhood Assistant Nursing Laboratory Assistant Typesetter II Administrative Aide I Secretary I Payroll Clerk Correspondence Secretary Teacher Aide
6	11,576	18,335	*Athletic Trainer/Equipment Aide Theater Coordinator Costume Coordinator Media Technician Computer Operator Typesetter I
7	12,447	20,441	Laboratory Coordinator I Graphic Arts Specialist
8	13,378	21,973	Senior Computer Operator Graphic Arts Production Assistant

*40 Hours Per Week

ARTICLE XI

SALARY AND CLASSIFICATION SCHEDULE
1981-83

- A. When and if the College, at its discretion, establishes new jobs, or combines, adds to, or removes duties from existing jobs, or combines all or part of the duties of two or more jobs, the Union may, after exhaustion of the position reclassification procedure, challenge commencing at Step III of the grievance procedure the accuracy of the job rate and classification assigned to the job.
- B. When and if the College, at its discretion, establishes a position with a "lead rate," said position will be posted, including a notation that the lead rate will be attached.

If at any time after awarding the position to an individual, the College determines that the lead responsibilities are not being carried out satisfactorily, the College may unilaterally remove the premium for lead responsibilities, and seek another candidate through normal channels.

The premium for such responsibilities is established to be five percent (5%) of the base salary of the grade.

- C. Whenever an employee is assigned to substitute for an employee in a higher classification for more than one (1) full day, the employee shall be paid a differential of thirty cents (30¢) per hour. The differential shall not be retroactive for work performed on the first day.
- D. When an employee is promoted to a higher grade, the employee will receive the minimum base rate of the new grade or a 6 percent increase on his/her current base salary whichever is higher, but under no circumstances will the employee's salary exceed the maximum of the new grade.
- E. When an employee is permitted by the Personnel Department to transfer into a lower grade, the employee's salary shall be adjusted downward to the maximum of the lower grade or a 5 percent decrease in salary should the employee's salary be below the maximum of the lower grade.

ARTICLE XII. PARKING AND IDENTIFICATION

A. Parking

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

B. Identification

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

ARTICLE XIII MANAGEMENT RIGHTS

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

ARTICLE XIV. NO STRIKE CLAUSE

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

ARTICLE XV NONDISCRIMINATION

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

ARTICLE XVI. MISCELLANEOUS

A. Savings Clause

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

B. Printing Agreement

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

ARTICLE XVII DURATION

This Agreement shall be effective upon ratification of both parties and shall continue in effect until June 30, 1983 except:

- A. A salary increase of 9 percent per 12-month full-time employee shall be retroactive to July 1, 1981 for fiscal year 1981-82 with part-time and 10-month employee raises prorated. No employee, however, shall receive less than the minimum nor more than the maximum of his/her grade. Part-time and 10-month employee minimum and maximums shall be prorated accordingly.
- B. A salary increase of 8.75% per 12-month full-time employee shall be given for fiscal year 1982-83, effective July 1, 1982 with part-time and 10-month employee raises prorated. No employee, however, shall receive less than the minimum nor more than the maximum of his/her grade. Part-time and 10-month employee minimums and maximums shall be prorated accordingly.
- C. The College agrees to open negotiations for a successor agreement no later than April 15, 1983.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 1983.

THE BOARD OF TRUSTEES
MIDDLESEX COUNTY COLLEGE

THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES UNION

CHAIRMAN

PRESIDENT

SECRETARY

WITNESS

(0104Z)

ADDENDUM

MEMORANDUM OF AGREEMENT

It is hereby agreed that the College will conduct a job classification review for the positions covered within the unit.

This review shall be conducted with the participation and advice of the Union through representation of the Union (2 unit members and representatives of the College--2 administrators) on a committee formed for this purpose. Said committee will meet once a month.

Said review will commence within sixty (60) days after the Union and the College affix signatures to the negotiated agreement.

(0104Z)