

AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE
AND
LOCAL #11
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (AFL-CIO)
July 1, 1994 - June 30, 1997



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THIS AGREEMENT, made and entered into as of the 1st day of July, 1994, between the BOARD OF TRUSTEES of the MIDDLESEX COUNTY COLLEGE, a corporate body organized under the provisions of N.J.S.A. 18A:64A et. seq. hereinafter referred to as the "BOARD" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (AFL-CIO), a labor organization, hereinafter referred to as the "UNION."

W I T N E S S E T H:

WHEREAS, the Public Employment Relations Commission has certified, following a duly conducted election, that the Union represents the unit composed of all custodial, warehouse, grounds and maintenance employees excluding the Executive Director of Facilities Management; Supervisor of Maintenance; Director of Student Activities and the College Center; Director of Physical Education, Health and Recreation; Foreperson of Landscape and Grounds; Warehouse Supervisor; Custodial Foreperson; Building Supervisor; Foreperson Construction and Renovation; Foreperson Electrical, Plumbing, Heating and Air Conditioning; Plant Engineer, and all other College employees; and

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

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

ARTICLE 1

RECOGNITION

- A. The Board hereby recognizes the Union as the sole and exclusive bargaining agent for all custodial, warehouse, grounds and maintenance employees except, the Executive Director of Facilities Management; Supervisor of Maintenance; Director of Student Activities and the College Center; Director of Physical Education, Health and Recreation; Foreperson of Landscape and Grounds; Warehouse Supervisor; Custodial Foreperson; Building Supervisor; Foreperson Construction and Renovation; Foreperson Electrical, Plumbing, Heating and Air Conditioning; Plant Engineer, and all other College employees in all matters specifically provided for herein pertaining to wages, hours, conditions of employment and grievance procedures.
- B. The bargaining unit shall consist of all custodial, warehouse, grounds and maintenance employees, excluding the Executive Director of Facilities Management; Supervisor of Maintenance; Director of Student Activities and the College Center; Director of Physical Education, Health and Recreation; Foreperson of Landscape and Grounds; Warehouse Supervisor; Custodial Foreperson; Building Supervisor; Foreperson, Construction and Renovation; Foreperson Electrical, Plumbing, Heating and Air Conditioning; Plant Engineer, and all other college employees of Middlesex County College.

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

ARTICLE 2

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.

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 3

CHECKOFF

- A. The Board hereby agrees to deduct from the wages of employees by means of checkoff of the dues uniformly required by the Union pursuant to the provisions of N.J.S.A. 52:14-15.9e. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deduction shall be made after the employee has completed the probationary period.
- B. In making the deductions as above specified, the Board shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Local Union within ten (10) days after deduction is made.
- C. The Board agrees to forward the full name and address (or Union membership application obtained from the shop steward) for all new employees who become eligible for membership and from whom an initiation fee is deducted. The Board further agrees to notify the Union, when submitting the dues deduction list each month, of any employees who are discharged, granted unpaid leaves of absences, or leave the employment of the College.

ARTICLE 4

REPRESENTATION FEE

- A. It is agreed that at the time of hiring, the Board will inform newly-hired employees who fall within the bargaining unit that they may join the Union ninety-one (91) days thereafter.

- B. The Board agrees that the Union may collect a representation fee of eighty-five percent (85%) 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 July 1, 1982.
- C. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
- D. The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board of Trustees in conformance with this provision.

ARTICLE 5

UNION REPRESENTATIVE

- A. Authorized representatives of Teamsters Local 11 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 shall make his/her presence and destination known to the Office of the Executive Director of Human Resources and Administrative Services, if such visit is during working hours. Campus visitation by Union representatives shall not interfere with normal College Operations.
- B. Duly authorized representatives of the Union and employed by the College, and certified by the President of the Union in writing to the Executive Director of Human Resources and Administrative Services, shall be permitted to transact official Union business on College property provided that it shall not interfere with nor interrupt normal College operations and subject to agreement by the immediate supervisor of the shop steward and the immediate supervisor of the worker for whom the business is about.
- C. It is agreed and understood that during the time that the majority of custodial employees are on the night shift, the contractual provision (Article 10, paragraph A) which indicates a maximum of two (2) shop stewards, shall be increased to three (3) to provide representation to the night custodial staff. If and when the College decides that a majority of custodial workers are no longer needed on the night shift, the number of shop stewards shall remain at two (2) as per Article 10, paragraph A.

ARTICLE 6

PROBATIONARY PERIOD

- A. The first ninety (90) days of employment for all Custodians, College Center Custodians, Warehouseperson I, Warehouseperson II, Mechanic III, Mechanic II, Mechanic I, Groundsperson I and Groundsperson II, will be considered a probationary period.
- B. The Board, through its representatives, may request of the Union an extension of the probationary period for an additional forty-five (45) days when the Board believes the ninety (90) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.
- C. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.
- D. Payday for probationary employees shall be on the same day and at the same time as those who have completed their probationary period. Forty (40) hours of pay will be withheld until the end of the probationary period.

ARTICLE 7

Section 1 - Hours of Work/Work Shifts

- A. An employee's work week begins at the time an employee's shift starts on Monday and ends seven days later, for those employees who work a Monday through Friday schedule.
- B. An employee's work day begins at the time an employee's shift starts on Monday and ends twenty-four hours later on the next day.
- C. An employee who works a schedule other than Monday through Friday, will have their work week begin at the time of the start of their shift on the first day of the work week, after Sunday. Their work day begins at the time the employee's shift starts on the first day of their work week and ends twenty-four hours later on the next day.
- D. Persons working a regular shift which includes Saturday shall be given first preference for any Monday-to-Friday vacancy within their category of employment.
- E. In the event an employee reports to work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hour's pay at his/her regular rate of pay.

- F. The College shall have the right to assign its work force to the various work shifts as it deems appropriate to fulfill its operating needs. Vacancies on a shift will be filled on the basis of seniority and ability.

The working shifts shall be as follows:

Day Custodians, Maintenance, Grounds and Warehouse Personnel:

6:00 a.m. to 2:30 p.m. (half-hour lunch)

7:00 a.m. to 3:30 p.m. (half-hour lunch)

8:00 a.m. to 4:30 p.m. (half-hour lunch)

Second Shift Custodians and Maintenance Personnel:

3:00 p.m. to 11:30 p.m. (half-hour lunch)

11:30 a.m. to 8:00 p.m. (half-hour lunch)

Third Shift Custodians and Maintenance Personnel:

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

- G. Employees whose shift begins at 11:30 a.m. or later shall receive a shift premium of seventeen cents (17¢) per hour and employees whose shift begins at 10:30 p.m. or later shall receive a shift premium of twenty-two cents (22¢) per hour. The shift premium shall be paid for vacation days, holidays and sick days.

Section 2 - Break Periods

- A. Employees shall be allowed five (5) minutes wash up time without loss of pay before lunch and a ten (10) minute wash up time at quitting time. Employees shall not lay down tools prior to wash up time. The five (5) minute wash up time may be added to the daily lunch break.

On "pay day" only, the wash up time before lunch is extended an additional five (5) minutes for a total wash up time of 10 minutes. This extended time may be used as part of the lunch period.

- B. Employees may take a fifteen (15) minute rest period on campus for the first half-day of work and a fifteen (15) minute rest period on campus for the second half-day worked, at times scheduled by the immediate supervisor. A rest period may not be used to cover a bargaining unit member's late arrival to work or early departure, nor may it be regarded as cumulative if not taken. Allowances may be made at the discretion of management prior to an employee leaving campus.

ARTICLE 8

OVERTIME

- A. Any work performed beyond eight (8) hours and less than ten and one-half (10 1/2) hours in any one day of the normal workweek shall be considered overtime and shall be compensated at one and one-half (1 1/2) times the employee's regular hourly rate of pay.

- B. Any work performed beyond ten and one-half (10 1/2) hours in any one day of the normal workweek shall be compensated at two (2) times the employee's regular hourly rate.
- C. Employees shall be compensated at one and one-half (1 1/2) times the regular hourly rate of pay for the first eight (8) hours of work performed on the sixth (6th) consecutive work day of any workweek.
- D. Employees shall be compensated at two (2) times the regular hourly rate of pay for all hours of work in excess of eight (8) hours performed on the sixth (6th) consecutive day of any workweek.
- E. Employees shall be compensated at two (2) times the regular hourly rate of pay for the first eight (8) hours of work on the seventh (7th) consecutive day of any workweek.
- F. Employees shall be compensated at three (3) times the regular hourly rate of pay for all hours worked in excess of eight (8) on the seventh (7th) consecutive day of any workweek.
- G. In the event an employee is called back to work after the conclusion of his/her normal work shift or more than two hours before the beginning of his/her next work shift, the employee shall be entitled to a minimum of four (4) hours of pay at the appropriate rate at the time the employee punches the time clock, based on the day of the week and the time, as stipulated above or as specified in the emergency closing policy.
- H. Overtime shall be distributed within the department at the discretion of management. It will be distributed as equitably as practical among the employees qualified and capable of performing the work available. Overtime offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. All employees will be required to work a reasonable amount of overtime.
- I. When an employee is required to work ten and one-half (10 1/2) consecutive hours or more, he/she shall be granted a second one half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each additional five (5) consecutive hours. Each lunch allowance will be in the amount of five dollars (\$5.00).
- J. Overtime (hours worked or charged) will be calculated as of the 15th and the last day of the month. Calculations are based on time paid or time charged. Overtime calculation sheets will be posted in the departments employing Bargaining Unit members.

- K. An employee who works on any of the paid holidays shall be paid for such work at two (2) times the employee's regular rate in addition to his/her holiday pay.
- L. Overtime will be paid at the end of the pay period, following the pay period in which it was earned, either on the 15th or 30th of the month.

ARTICLE 9

EMERGENCY CLOSING POLICY

- A. From time to time, the College may be closed for emergency reasons in one of two ways. When the College is closed for faculty and students, all Unit employees will report for duty and those who do not report will lose pay for time lost. When the College is closed for all staff because of emergency reasons, the following Unit employees only will be expected to report:
 - 1. Designated Custodial personnel.
 - 2. Designated Maintenance personnel.
 - 3. Designated Grounds Personnel.
 - 4. Any other personnel called in by the Management staff responsible for teamster workers.
- B. On days when bargaining unit members are required to report for work and the College is closed due to an emergency closing, compensation shall be as follows:
 - 1. Employees will receive eight (8) hours of pay for their normal shift if the College is closed due to an emergency closing, unless they are designated and fail to report to work.
 - 2. For hours worked between the time the College closes in an emergency closing and up to eight hours, the employee will receive one and one-half (1 1/2) the regular rate of pay.
 - 3. For hours worked in excess of eight hours in any one day of the workweek, the employee will be paid two (2) times the regular rate of pay.
 - 4. If on the sixth (6th) day of the workweek the College has an emergency closing and it is not a normal scheduled workday for that employee, the employee will be paid as per Article 8, overtime, Section C and D.
 - 5. If on the seventh (7th) day of the workweek the College has an emergency closing and it is not a normally scheduled workday for that employee, the employee will be paid as per Article 8, overtime, Section E and F of the current contract.

6. If on a holiday, the College has an emergency closing and it is not a normally scheduled workday for that employee, the employee will be paid as per Article 14, holidays, Section B of the current contract.
 7. The College will establish a special overtime roster to be used for volunteers who wish to have the opportunity for overtime work in snow clearing and/or removal. The employees will be polled, and those wishing to volunteer for such work will have their names placed on the list. Overtime will be offered on as equal a basis as possible.
- C. The College will make every effort to arrange transportation for essential unit members on such days. For the purpose of this Section, any part of a day is to be considered a full day.

ARTICLE 10

SENIORITY

- A. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire within the bargaining unit, with the employee with the longest length of continuous and uninterrupted unit-wide service to be placed at the top of the said seniority list. The names of all employees with shorter lengths of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the bottom of the list. The seniority of each employee shall date from the employee's date of last hire within the unit. Shop stewards shall have top seniority with regard to layoff while serving in that capacity as long as that person has the qualifications to perform the existing job. During the period covered by this Agreement, shop stewards shall be limited to two.
- B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "seniority list." Such seniority list shall be kept up-to-date with additions and deletions as required by the Human Resources Department. A current seniority list will be made available by the Human Resources Department to the Union and/or shop steward(s) upon request.

- C. Seniority shall cease under the following conditions:
1. Resignation or termination for cause.
 2. Failure to report to work or recall after layoff.
Recall from layoff shall be made by registered/certified mail to the last known address on file in the Human Resources Department. Failure to respond within four (4) days will be deemed to be a resignation. However, in the event that an employee is gainfully employed, he/she may return to work ten (10) working days after responding to the College of the intention to return to work. The College may require the employee to verify employment elsewhere in order to qualify for the ten (10) working day extension of returning to work at the College.
 3. Layoff for a period of one year from the last day of employment.

ARTICLE 11

FORCE REDUCTION

- A. The Board agrees that it will not engage any new employees in any given category unless all of the employees presently employed in that category are working the scheduled hours noted in this Agreement.
- B. In the reduction or restoration of the work force, the rule to be followed shall be the length of service with the Board within the job occupation involved. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.
- C. The shop stewards and the employees involved in such layoffs shall receive seventy-two (72) hours notice prior to any layoff.
- D. Should any employee accept a position outside the bargaining unit, but still within the area of maintenance and custodial services at Middlesex County College, he/she shall have the right, within six (6) months to return to his/her original position and salary for that classification with no loss in seniority or other benefits under this contract.

ARTICLE 12

JOB VACANCIES, NEW JOBS, OR PROMOTIONS

- A. Notice of vacancies, shall be posted on a designated employee bulletin board, for a period of five (5) working days.

- B. Notices of vacancies and new positions shall contain classification, summary of job description, location, pay rates and hours of work.
- C. Members of the bargaining unit who are applicants for openings shall be notified by the Human Resources Department of the disposition of their application within a reasonable amount of time after a final selection is made to fill a position.
- D. The competitive standard set forth by the College shall be equitably applied to all individuals.
- E. If two or more equally qualified employees apply for the position, seniority shall be the determining factor.
- F. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. The Board, through its representatives, may request of the Union an additional thirty (30) days when the Board believes the sixty (60) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted. If the College determines during such trial period that the promoted employee is not qualified to discharge the duties of the position to which he/she was promoted, the employee shall resume his/her former position or a position equivalent thereto.
- G. An employee who is hired or bids into any custodial classification will be prevented from bidding on a job within the same classification for a period of one (1) year from the date of hire or successful bid into the classification. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and had previously performed the higher-rated position, such employee shall receive the higher rate immediately.

ARTICLE 13

NON-DISCRIMINATION

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

ARTICLE 14

HOLIDAYS

- A. The Board agrees to guarantee to all employees in the bargaining unit the following holidays with full pay for eight (8) hours:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday

Two additional days will be designated by the Board on June 30th of each year of the contract in conjunction with the academic calendar.

- B. An employee who works on any of the above holidays shall be paid for such work at two (2) times the employee's regular rate in addition to his holiday pay.
- C. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday.
- D. To qualify for holiday pay, unit members must be on the active payroll and must work 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 immediate supervisor or the Director of Human Resources.
- E. If the holiday falls within a vacation period or on the birthday of an employee, the employee shall receive pay for same or an additional day of vacation.
- F. The Birthday Holiday is to be taken on the actual birthday of the individual employee. If said birthday falls on a Saturday, said holiday shall be taken on the previous Friday; if the birthday falls on a Sunday, the holiday shall be taken on the following Monday.

ARTICLE 15

VACATION

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

- A. Employees with less than one year's service shall receive one (1) day vacation for each full month of service, provided that no vacation entitlement shall accumulate during the first one hundred twenty (120) days of employment and four (4) days shall be credited at the end of the fourth month.
- B. Completed years of service shall be calculated based on date of hire. If the hire date is any other date than the first day of the month, portions of a month shall not be calculated; the date of hire for vacation day accrual will be calculated based on the next first of month date.
- C. Balance of the first year of employment; vacations are earned at the rate of one (1) day per month.
- D. Second year of employment; vacations are earned at the rate of one (1) day per month.
- E. Third, fourth, and fifth years of employment; vacations are earned at the rate of one and one-fourth (1 1/4) days per month.
- F. Sixth, 7th, 8th, and 9th years of employment; vacations are earned at the rate of one and three quarters (1 3/4) days per month.
- G. Tenth and subsequent years of employment vacations are earned at the rate of two (2) days per month.
- H. Vacation allowance may accumulate to a maximum of thirty (30) days as of September 30 of each year. In the event that more than thirty (30) days have accumulated as of September 30, the employee will not retain more than the maximum thirty days allowed.
- I. The Board agrees that in the event an employee voluntarily leaves the employment of the College before the vacation period, he/she shall be compensated for any accrued vacation time that may be due him/her in accordance with the above schedule, provided that he/she gives no less than two weeks notice of his/her intention to leave. The notice of resignation must be hand delivered to the Director of Human Resources by the employee.
- J. Employees must give at least two (2) weeks notice of their intent to take vacations in excess of one (1) day. This request must be in writing.

- K. Employees may be permitted to take a single vacation day with supervisor's approval provided that the request is in writing and is requested the previous work day.
- L. In preparing the vacation schedule, the Board shall endeavor to assign vacations on the basis of seniority of the employees of the unit. It is specifically agreed, however, that the assignment of all vacations shall be determined by the College with due regard to its efficient operation.

ARTICLE 16

UNPAID LEAVE OF ABSENCE

- A. Except in emergency situations, a permanent employee, upon one (1) month advance written notice to the Director of Human Resources and the immediate supervisor, may be granted by the Board up to sixty (60) days per fiscal year, leave of absence without pay or loss of seniority rights for personal reasons. No other benefits shall accrue.
- B. The request for leave without pay shall state the reason(s) for the leave and the anticipated date of return to employment.
- C. Any employee who fails to return to work after the expiration date of the approved leave of absence, shall be deemed to have terminated employment, unless an emergency situation prevented the employee's immediate return.
- D. An employee accepting employment elsewhere during a leave granted shall be terminated.
- E. Vacation benefits and sick leave benefits shall not accrue during an unpaid leave of absence.

ARTICLE 17

SICK LEAVE

- A. Employees shall receive one (1) day sick leave for each full month of service provided that no sick leave entitlement shall accumulate during the first one hundred and twenty (120) days of employment, and four (4) days shall be credited at the end of the fourth (4th) month. Employees shall therefore accumulate up to twelve (12) days paid sick leave for each full year worked.
- B. In the event of a college-wide policy with respect to sick leave changes to increase the number of days granted annually to all employees, such changes shall become effective with respect to employees covered by this Agreement on the same date it becomes effective with respect to all other employees, notwithstanding the provisions of this Agreement.

ARTICLE 19

BEREAVEMENT LEAVE

- A. Permanent employees shall be entitled to a maximum of four (4) consecutive days of absence with pay immediately following the death in the immediate family. Immediate family is interpreted to include spouse, parents, son, daughter, sister, brother, father-in-law or mother-in-law.
- B. Employees shall be entitled to one (1) day with pay to attend the funeral of a relative who is not a member of the immediate family.
- C. One additional day of absence with pay will be granted for the death of a family member if the funeral is over 250 miles away.
- D. The College may require proof of the relationship of the family member and the employee's attendance at the funeral.

ARTICLE 20

WORKER'S COMPENSATION

- A. Illness or personal injury arising out of a condition or accident which upon investigation is found to be job-connected, shall be covered by Worker's Compensation Insurance. For a claim to be made, it is the responsibility of the employee for all such illness or accidents to be immediately reported to the Office of Health Services and to the Human Resources Department. Worker's Compensation shall be paid at the rate and terms and conditions prescribed by State Statute.
- B. An employee who is absent from work due to a worker's compensation injury/illness will have his/her job held for a maximum of one year or until such time when a College designated physician determines the employee is no longer able to perform the job. The employee has the option of obtaining a second medical opinion. Employees on worker's compensation as of July 1, 1994 will be granted a maximum of one year from July 1, 1994.
- C. Sick and vacation leave does not accrue during the time when an employee is on worker's compensation leave.

ARTICLE 21

DISABILITY LEAVE

- A. When an employee, either through injury or illness, loses time from work, not as a result of or arising out of his/her employment as attested by the attending physician, he/she

shall be granted, after exhaustion of all accumulated sick leave provided for in this Agreement, disability pay equivalent to those provided by the New Jersey Division of Employment Security to persons in private employment. Said benefits will supplement the accumulated sick leave, and shall not be additional to it. During this period of disability leave, the employee shall not accumulate either vacation or sick leave benefits.

- B. To be eligible for disability payment, the employee must submit a completed disability form to the Director of Human Resources.
- C. Upon return from a disability leave, the employee will be required to submit medical approval to return to work.
- D. An employee accepting employment elsewhere during a disability leave of absence shall be terminated.

ARTICLE 22

JURY DUTY

An employee who is called for jury duty shall be paid the difference between the daily fee allowed by the court and eight (8) hours straight time pay for the scheduled working time lost. The employee must present proof to the College of jury service and the amount paid for such service.

ARTICLE 23

VETERAN'S RIGHTS AND BENEFITS

- A. The seniority rights of all employees who enlist or who are drafted pursuant to the appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his/her former position or to a position of equal status, at the salary rate previously received by him/her at the time of his/her induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.
- B. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.
- C. Whenever employees are called to active military duty for brief periods of time, they shall be paid the difference between their military pay and their regular rate of pay for the first ten (10) working days of said active service.

- D. The Board agrees to allow the necessary time for any employee in the Reserves to perform his/her duties when called without impairment of his/her seniority rights.
- E. The Board agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE 24

MATERNITY LEAVE

- A. A maternity leave is to be regarded as a temporary disability and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability without loss of seniority rights.
- B. Not later than the fourth month, the staff member shall notify the Director of Human Resources, in writing, of the condition of pregnancy. Upon notifying the Director of Human Resources, the staff member shall let it be known as to plans of continuing employment or taking a leave of absence not to exceed one year. Notification of pregnancy shall be accompanied by a statement from her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue her normal duties.
- C. Accumulated sick leave may be used by the individual pursuant to the provisions of N.J.S.A.18A:30-1 et seq.
- D. The bargaining unit member's position or position of equal grade shall be made available to her within sixty (60) days after written notification to the Director of Human Resources of her intent to return to full-time employment.
- E. The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the College during such period.
- F. The College reserves the right to verify the individual's ability to continue her normal duties and her ability to return to full-time employment.

ARTICLE 25

DISCHARGE

There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof.

The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge.

ARTICLE 26

COPE COMMITTEE

- A. The COPE Committee will be the system for evaluation, review and recommendation for additional compensation.

The only functions of the COPE Committee will be:

1. To review requests for promotions from one grade to another.
2. To review requests for additional compensation due to the completion of a job related educational course, the receipt of a certificate or license or the demonstrated proficiency to justify an increase in compensation.

Promotions which are approved by the COPE Committee will be effective on the first of the month, following the committee's approval of the promotion.

Employees who are approved for promotion from a lower to a higher grade will be granted a 6% salary increase or raised to the minimum salary of the higher grade level, whichever is greater.

B. Educational Benefit Plan

To the extent possible, a list of approved courses will be developed and made available to staff. Supervisors will also consider courses not on that list, based on the perceived usefulness of that course to the department.

Courses will be categorized as "minor" or "major" based on the following:

Minor Course: 24 to 49 hours of actual instruction*
Major Course: 50 or more hours of actual instruction*

*Student absences, lunch breaks and other non-instructional time are deducted from basic class schedule in this formula.

Employees who successfully complete the educational benefit program and are so certified by the appropriate supervisor will receive the following compensation:

Minor Course: \$.08 per hour
Major Course: \$.16 per hour

Payment will be based on the concept of Benefit Units: a major course equals 2 Benefit Units and a minor course equals 1 Benefit Unit. The maximum number of Benefit Units to be granted in one year will be four.

A supervisor may approve a series of short courses/seminars/workshops to be combined and used as a minor course. Since those programs are typically one-day type programs with no reading, assignments or follow-up required, more hours will be required to meet the minor course eligibility. (Alternate minor course standard, 30 hours of instruction in a combination of one-day seminars, and other short duration programs.)

Eligibility for the educational benefit requires successful completion of the program by whatever standards (if any) are established for that course (e.g., earning a passing grade, passing a test, etc.).

Eligibility for the educational benefit also requires an assessment by the supervisor, as part of the annual evaluation process, of that individual's performance on the job for an adequate period of time, as determined by the supervisor, during and/or following the course.

The Educational Benefit Program will not apply for a unit member presently at the maximum salary for the position/grade.

If a course is completed on College time and at College expense, it is not eligible for the educational benefit. An individual will have the option of using vacation and/or personal days for such a program in order to become eligible for the benefit. It is conceivable that an individual in an extended daytime course could take part of the course as vacation and part as work time and still meet the eligibility requirements for this benefit.

Unpaid leaves will also be considered for work time courses, pursuant to the unpaid leave provision of the contract.

In addition to the coursework described in this procedure, one licensing program that does not have a formal course component will be eligible for the educational benefit. A groundsperson who earns the CORE/Category 3A and 3B pesticide license, will be eligible for minor course credit subject to other provisions and restrictions of this policy.

Those who reach the Groundsperson I level without having earned a pesticide license will not be considered eligible for the educational benefit, should they subsequently earn that license.

C. Timing and Processing of Educational Benefit Plan

When an individual intends to complete a course and wishes to be eligible for the educational benefit, he/she completes the appropriate form with the supervisor. If the supervisor signs, this constitutes his/her agreement that the course is

valuable, that it meets the requirements of this benefit program, and that the individual will be afforded the opportunity to make use of those skills on the job. This form should be completed and signed before the course begins.

At the conclusion of the course and upon receipt of the appropriate certificate, grade, or confirmation of attendance, that paperwork must be given to the supervisor by the staff member. The supervisor will attach that to the original form and note on that form that the course was completed and the date of completion. (If the course was not completed, that would also be noted and, in that case, the process would be completed).

As part of the June annual evaluation, a new form appended to the evaluation form will require the supervisor to note courses completed and to evaluate the individual's performance on the job in the particular areas covered by those courses. A concluding statement will clearly indicate whether the individual is eligible for the educational benefit for each course listed.

Those awarded the educational benefit will receive the appropriate salary increase effective August 1 of the next fiscal year.

An appeal mechanism is established to deal with an employee who is found ineligible for the benefit and believes that assessment to be unfair. The appeal is to be filed on a regular grievance form, but will be marked by the Union representative as an educational benefits appeal. It will then go to the COPE Committee (rather than the normal steps of the grievance procedure) for a hearing and decision. If dissatisfied with the results of that process, the grievant may invoke the regular grievance procedure beginning at Step 3.

ARTICLE 27

GRIEVANCE PROCEDURE AND ARBITRATION

A. Definition

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

B. Procedure

1. Step One: Formal - Director

- a) Within five (5) working days of the time a grievance arises or within 5 days when the grievant should know of its occurrence, the employee shall contact his/her shop steward and shall submit a written grievance. The written grievance is to be filed with the appropriate Director of the employee's department.
- b) The Director will arrange a meeting at a mutually agreeable time and place not later than five (5) working days after receipt of the written grievance. The aggrieved party and steward shall be entitled to be present at the meeting.
- c) The Director shall give a written answer to the grievance to the employee and the Union within five (5) working days after the meeting.
- d) A group grievance, one that may affect a group of employees, may be presented by the Union at this step.

2. Step Two: Director of Human Resources

- a. Within five (5) working days after receiving the decision of the Director, an appeal of the decision may be made by the Union or the employee to the Director of Human Resources. It shall be in writing and accompanied by a copy of the decision at Step One.
- b. Not later than five (5) working days after receipt of the appeal, the Director of Human Resources shall hold a hearing on the grievance.
- c. Within five (5) working days after the hearing, the Director of Human Resources shall render a decision in writing to the employee and the Union.

3. Step Three: Executive Director of Human Resources and Administrative Services

- a) Within five (5) working days after receiving the decision of the Director of Human Resources, an appeal of the decision may be made by the Union or the employee to the Executive Director of Human Resources and Administrative Services. It shall be in writing and accompanied by a copy of the decision at Step One and Two.

- b) Not later than seven (7) working days after receipt of the appeal, the Executive Director of Human Resources and Administrative Services or designee, shall hold a hearing on the grievance.
- c) Within seven (7) working days after the hearing, the Executive Director of Human Resources and Administrative Services or designee, shall render a decision in writing.

4. Step Four: Final and Binding Arbitration

- a) 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.
- b) 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.
- c) The arbitrator shall conduct a hearing at a mutually satisfactory time and place, but not later than thirty (30) days after filing for arbitration.
- d) 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.
- e) 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.
- f) The expenses and fees of the arbitrator shall be shared equally by the College and the Union.
- g) 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 allegations at Step Four not presented at Steps One through Three.
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 five (5), may appear at each step of the grievance procedure. The Union must notify the appropriate hearing officer of the names of grievants who will appear at a group grievance hearing.
4. Time limits provided in this grievance procedure may be extended by mutual agreement.
5. Any extensions on time periods in the grievance procedure must be submitted in writing to the appropriate hearing officer from the Union or to the Union by the appropriate hearing officer.
6. 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.
7. Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the New Jersey Mediation Service a list of arbitrators, and will agree upon a panel of three arbitrators, obtaining additional lists, if necessary. The parties shall furnish the New Jersey Mediation Service the names of the arbitrators selected. Thereafter, the New Jersey Mediation Service shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.

ARTICLE 28

UNIFORMS

All employees shall be provided with the following at no cost to the employee after completion of the probationary period:

- A. Winter uniforms in sufficient quantity to allow four (4) changes per week between October 1 and May 1 of each year.
- B. Summer uniforms in sufficient quantity to allow four (4) changes per week between May 1 and October 1 of each year.
- C. One (1) jacket shall be provided to Warehousepersons and Custodians. A choice of one jacket or one set of coveralls shall be provided for Mechanics. One jacket and coveralls as needed will be provided to Groundspersons.
- D. The Board agrees to provide rain gear to employees as determined by the appropriate Director.
- E. Uniforms and jackets will be replaced on an "as needed basis," as determined by the employee's immediate supervisor.
- F. A maintenance allowance for uniforms of one hundred ten dollars (\$110) per year for each year (July 1 to June 30) of the contract shall be provided to unit members in annual installments. Said monies shall be prorated for newly-hired employees or for employees on leaves of absence of any type for durations of one month or more. Payment will be made to the employee on June 30 of each year.
- G. The employee will be responsible for validating any need for uniform and jacket replacement.

ARTICLE 29

PROTECTIVE FOOTWEAR

The College will provide protective footwear at a total cost not to exceed \$100.00 per year. A maximum of two (2) pair per year will be provided. A year is defined as July 1 through June 30.

A request form shall be completed by the employee. The request form will include the style number chosen from a selection of men's and women's styles provided by the College, size and cost.

The yearly allowance of \$100.00 for each employee will be paid directly to the vendor towards the purchase of protective footwear. In the event that the protective footwear chosen by the employee exceeds \$100.00 within a year, the additional cost will be the responsibility of the employee. The allowance can only be used during the current year and cannot be carried into the following year.

ARTICLE 30

EDUCATIONAL ASSISTANCE

All employees covered by this Agreement will be permitted to take courses offered by the College without tuition charge provided:

- A. The admission requirements are met.
- B. The course(s) generate FTE support. In the event the course(s) do not generate FTE support, bargaining unit members may waive tuition charges up to \$175.00 per course. Any additional tuition charges for the course must be borne by the bargaining unit member in accordance with the College's tuition payment policies and procedures.

The College reserves the right to limit tuition waiver enrollments in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting direct expenses for the course.

For the purposes of this Agreement, "Direct expenses" are defined as staff salaries directly associated with the course/camp/program.

Course/camp/program materials are covered by material fees and are not included in this computation.

Bargaining unit members, however, will be considered for enrollment in such courses as they register.

If the waiver limit is enforced, the College will so advise the Union.

- C. Course work is taken outside of working hours.
- D. The same rules stipulated above for tuition waiver of FTE and non-FTE support for bargaining unit members shall be applied to the employee's spouse and lawful single children of the bargaining unit member living in his/her household, provided that said relationship is certified by the Human Resources Department.

ARTICLE 31

SAFETY COMMITTEE

- A. An employer/employee Safety Committee will be maintained consisting of two (2) persons from each party, an alternate employee member and the Coordinator of Safety who will act as Chair of the Safety Committee.
- B. Elections for employee Safety Committee representatives will be held annually by the Union membership. It is agreed that no employee member may serve consecutive terms.
- C. An alternate member may only serve to replace an absent employee member.
- D. No two members may be from the same department.

ARTICLE 32

HEALTH BENEFIT COVERAGE

- A. A health benefit plan shall be provided by the College at no cost to the employee. The health benefit plan shall provide coverage for the employee and their eligible, legal dependents. To be eligible for coverage, an employee must be employed for more than thirty (30) hours per week. Coverage shall commence on the first day of the month following three months of continuous service.

Employees may select a health plan to include a hospitalization and major medical plan. The major medical portion of the plan shall provide the following increase in benefits, effective January 1, 1995:

1. a maximum annual deductible of \$350 for family, parent/child or husband/wife coverage.
 2. a maximum annual deductible of \$250 for single coverage.
 3. a lifetime maximum coverage limit of two million dollars of covered major medical expenses per covered individual.
 4. a maximum, annual, out of pocket limit of \$500 per covered individual, for covered major medical expenses.
- B. Bargaining unit members and their dependents shall be covered by a dental plan at 50% usual and customary rates for preventive, basic and restorative dental work. The 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 and the employee has completed three (3) months of continuous service. Coverage shall commence on the ninety-first (91st) day of employment. Dental services which are performed by the College's dental clinic will be excluded from coverage under the dental plan.
- C. The College has the right to change insurance carriers as long as the level of coverage overall is of a similar level overall to that currently enjoyed by the bargaining unit members.
- D. An employee may opt to waive their medical coverage and to receive in lieu of coverage, 50% of the current monthly single coverage rate for hospital/major medical and/or dental, providing the following:
1. coverage must be waived with an effective starting date of January 1 for the employee and all legal, eligible dependents.

2. reinstatement for coverage may not occur before the open enrollment period with an effective start date of January 1 of the following year.
3. waiver reimbursements will be made on a quarterly basis.
4. the appropriate purchase requisition form and waiver of health benefits form must be submitted and approved by the Human Resources Department.

ARTICLE 33

STRIKES AND LOCKOUTS

- A. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, during the term of this Agreement; nor shall the Union or any of its members cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations. Employees, however, shall not be required to cross any primary picket line. Employees failing to cross a picket line shall be docked for the time lost on the job.
- B. In the event of a Wildcat Strike, cessation of work, slowdown or interference of any kind with normal Board operations the Union agrees to promptly use its good offices to remedy the conditions.

ARTICLE 34

MANAGEMENT RIGHTS

- A. Local #11 recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement and including but not limited to hiring, firing, promoting, discipline, layoff, transfer, and assignment of the work force.
- B. All disciplinary action requiring time off shall be given in successive days. There shall be no requirement for any specific days of the week.
- C. In administering disciplinary action, the College will follow the principles of progressive discipline.

ARTICLE 35

MISCELLANEOUS PROVISIONS

- A. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.
- B. The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.
- C. In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform duties of employees in the aforesaid bargaining unit. This prohibition shall not apply to work/study students or part-time workers.
- D. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.
- E. Employees shall not be expected to remove snow except in areas which cannot be reached by snow removal machines. These areas will generally be outdoor stairways, recessed entrances, or small areaways or walks.

ARTICLE 36

WAGE RATES

- A. Salary and classification schedule for 1994-1995:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$ 24,594	\$ 40,902
Mechanic II	\$ 21,898	\$ 36,792
Mechanic III	\$ 19,147	\$ 30,772
Groundsperson I	\$ 21,898	\$ 36,792
Groundsperson II	\$ 19,147	\$ 30,772
Warehouseperson I	\$ 18,085	\$ 32,568
Warehouseperson II	\$ 15,410	\$ 28,803
College Center Custodian	\$ 15,645	\$ 30,598
Custodian	\$ 14,311	\$ 30,357

B. Salary and Classification Schedule for 1995-1996:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$ 25,209	\$ 42,947
Mechanic II	\$ 22,445	\$ 38,632
Mechanic III	\$ 19,626	\$ 32,311
Groundsperson I	\$ 22,445	\$ 38,632
Groundsperson II	\$ 19,626	\$ 32,311
Warehouseperson I	\$ 18,537	\$ 34,196
Warehouseperson II	\$ 15,795	\$ 30,243
College Center Custodian	\$ 16,036	\$ 32,128
Custodian	\$ 14,669	\$ 31,875

C. Salary and Classification Schedule for 1996-1997:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$ 25,839	\$ 45,094
Mechanic II	\$ 23,006	\$ 40,564
Mechanic III	\$ 20,117	\$ 33,927
Groundsperson I	\$ 23,006	\$ 40,564
Groundsperson II	\$ 20,117	\$ 33,927
Warehouseperson I	\$ 19,000	\$ 35,906
Warehouseperson II	\$ 16,190	\$ 31,755
College Center Custodian	\$ 16,437	\$ 33,734
Custodian	\$ 15,036	\$ 33,469

- D. Effective July 1, 1994 base salaries will be increased by 5%.
- E. Effective July 1, 1995, base salaries will be increased by 5%.
- F. Effective July 1, 1996, base salaries will be increased by 5%.
- G. The minimum starting salaries will be increased by 2 1/2%, each year of the contract and the maximum salaries will be increased by 5% each year of the contract.
- H. No member of the bargaining unit shall be paid for the term of the contract a base salary which is less than the minimum salary or more than the maximum for the classification assigned to him/her.

ARTICLE 37

LEADPERSON

- A. In the event that a bargaining unit member is promoted to "Leadperson" during the term of this contract, his/her salary shall be increased by ten (10) percent of their current annual base pay on the date of their appointment. Each subsequent increase on July 1 will be based on the annual base pay without the additional lead rate. The (10) percent lead rate will then be added to the new annual base pay.
- B. It is understood and agreed that the position of "Leadperson" is not subject to "posting" or "seniority" as provided for in the section of this agreement headed "Job Vacancies, New Jobs or Promotions."
- C. The "Leadperson" shall be selected, and removed by the Director of Plant Operations, the Supervisor of Maintenance, the Director of Physical Education, Health and Recreation, or the Director of Student Activities and the College Center, without recourse by the Union or individual to the grievance procedure.
- D. It is agreed that employees who have been assigned "Leadperson" title for a continuous period of two (2) years prior to June 30, 1979 and who have had the title removed shall return to his/her original position with the then established lead rate maintained as part of his/her base salary.
- E. No "Leadperson" will be required to hire, fire or recommend discipline.


ARTICLE 38

DURATION OF AGREEMENT

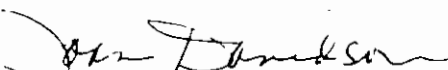
This Agreement shall be effective on July 1, 1994 and shall continue in full force and effect until June 30, 1997.

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

MIDDLESEX COUNTY COLLEGE



M.C.C. BOARD OF TRUSTEES

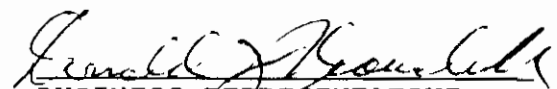


JOAN DAVIDSON
EXECUTIVE DIRECTOR OF HUMAN
RESOURCES AND ADMINISTRATIVE
SERVICES

TEAMSTER LOCAL #11



Joseph Padellaro
Trustee



BUSINESS REPRESENTATIVE
DONALD KRAUCHUK

UNION COMMITTEE

Pat Kline

Catherine George

Patrick Cooper

Michael Breda

Spencer [unclear]

