

AGREEMENT
BETWEEN
BOARD OF TRUSTEES
OF
MIDDLESEX COLLEGE
AND
LOCAL #11
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (AFL-CIO)
July 1, 2024 – June 30, 2028

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THIS AGREEMENT, made and entered into as of the 1st day of July, 2024, between the BOARD OF TRUSTEES of the MIDDLESEX 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."

WITNESSETH:

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 all administrative/management employees 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 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 all administrative/management employees 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 all administrative/management employees and all other college employees of Middlesex 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 Middlesex 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.
- B. Deductions for monthly dues shall commence after the employee has completed thirty (30) days of employment. Deductions for initiation fees shall commence after the employee has completed the probationary period.

It is agreed that at the time of hiring, the Board will inform newly-hired employees who fall within the bargaining unit that they may join the Union thirty-one (31) days thereafter.

- C. 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.
- D. 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 and 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 thirty-one (31) days thereafter.
- B. 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 College President's designee, 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 College President's designee, 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. For all new employees hired on or after the first of the month following the effective date of this Agreement, the first three hundred sixty-five (365) days will be considered a probationary period. For all employees hired prior to the effective date of this Agreement, the probationary period shall remain as the first one hundred thirty (130) days of employment.
- B. 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.
- C. 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.
- D. After the first one hundred thirty (130) days of the probationary period, employees shall be able to utilize any paid time off the employee has accrued, on the same terms and conditions and in the same manner as any non-probationary employee.

ARTICLE 7 HOURS OF WORK

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. A day is defined as the natural day on which the employee's shift starts. "Natural day" shall be defined as beginning at 12:00 A.M. of any day. For example, if employees begin at 3:00 PM on Monday, their first day shall be natural Monday

beginning at 12:00:01. By way of further example, if employees' first regularly scheduled day is Tuesday at 6:00 AM, then their first day of work shall be considered the natural Tuesday.

Furthermore, no employee shall be entitled to any premium pay (e.g.: overtime, double time, or triple time) for any hours worked during the regularly scheduled 5-day, 8-hour shift, regardless of day of the week. This shall address employees who work shifts overnight, straddling midnight, whose shifts otherwise begin the 12:00A.M. on which their first shift starts.

- 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 College shall provide employees two (2) weeks' notice of any permanent shift change. "Permanent" in this context is defined as lasting one (1) month or longer. In the case of shift changes lasting less than one (1) month, best efforts will be made to provide one (1) week notice. However, it is understood that emergency needs may preclude such notice.

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)

Third Shift Custodians

4:00 a.m. to 12:30 p.m. (half hour lunch)

Third Shift Maintenance Personnel:

4:00 a.m. to 12:30 p.m. (half hour lunch)

Assignment to this shift shall be on a voluntary basis.

- G. Effective July 1, 2024 employees whose shift begins at 11:30 AM or later shall receive a shift premium of \$1.50 per hour, and employees whose shift begins at 10:30 PM or later shall receive a shift premium of \$2.00 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.
- B. Employees may take a paid fifteen (15) minute rest period on campus for the first half-day of work and a paid 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. Employees shall not lay down tools prior to break time.

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. 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 ten dollars (\$10.00). For every two and one half (2 1/2) hours of work before the regular shift, an employee shall be granted an additional fifteen (15) minute break.
- J. Overtime hours worked will be calculated as of the 15th and the last day of the month. Calculations are based on time paid. Overtime calculation sheets will be posted in the departments employing Bargaining Unit members.
- K. 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.
- L. Employees who are absent will not be asked to work overtime on that day unless the remainder of the shift refuses.
- M. Any employee working sixteen (16) hours or more within a twenty-four (24) hour period shall have the option of using a personal, vacation or sick day for the next scheduled shift. The notice requirement for personal or vacation days is waived in this circumstance.

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 are required 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. Designated personnel must report to work during an emergency closing within two (2) hours of the start of the normal shift in order to receive the eight (8) hours pay in B-1 above or that essential unit member will not be paid the full eight (8) hours for the day. Any designated personnel who reports to work two hours after the start of their normal shift will have the eight (8) hours pay in B-1 above prorated to reflect only the hours worked. Any designated personnel who does not report to work at all will not be paid for the day.
 3. It is understood that bargaining unit members are not expected to travel to the campus when an official State of Emergency, which precludes travel on public roads in New Jersey, is in force. To avoid media misinterpretation as to when a State of Emergency is in effect, bargaining unit members should confirm that status through designated College communication channels.
 4. 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 (1½) times the regular rate of pay.
 5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. Volunteers who wish to have the opportunity for overtime work for snow clearing and/or removal will notify their immediate supervisor between September 30 and November 1 of each year. Those wishing to volunteer for such work will have

their names placed on a special overtime roster. Overtime will be offered on as equal a basis as possible.

- C. In the event of an emergency closing, an employee with preapproved time off may be eligible for restoration of the day, based on the following.
1. When a unit member has one or two preapproved days off for vacation, personal day, or floating holiday; and a full-day emergency closing occurs on one or both of those days; the vacation/personal/floating holiday will be restored. For the purpose of this provision, "full-day" will be defined as that employee's entire work shift.
 2. When a unit member has been preapproved for a block of three or more consecutive work days off, and an emergency closing occurs on one or more of those days, the vacation/personal/floating holiday(s) will not be restored. For the purpose of this section, work days" shall mean that employee's standard work schedule.
 3. To be eligible for restoration under this provision, the employee must be actively at work on his/her scheduled shift immediately preceding the emergency closing day and his/her scheduled shift immediately following the emergency closing day. Holidays and preapproved days off for vacation, personal or floating holidays shall not be considered "scheduled days."
 4. When a day is to be restored, a notation will be added to the timesheet indicating the type of day originally scheduled to be used on the date of the emergency closing, along with the word "restored."

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 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.

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 Years Day
 Martin Luther King's Birthday
 President's Day
 Good Friday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day

Columbus Day
 Veterans' Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Day

One (1) Floating Holiday

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 pre-approved by the immediate supervisor or the Executive Director of Human Resources. Sick day call-ins do not constitute pre-approved days except for sick days with a doctor's note, or emergency personal days.
- E. If the holiday falls within a vacation period of an employee, the employee will receive holiday pay for that day and will not be charged a vacation day.
- F. The Floating Holiday is available for use only after completion of the bargaining unit member's probationary period with supervisors' approval, providing that the request is in writing and is requested no later than the previous workday.

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 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. After the completion of three (3) years of full-time employment, vacations are earned at one and one half (1½) days per month.
- F. After the completion of five (5) years of full-time employment, vacations are earned at the rate of two (2) days per month.
- G. For employees hired before May 21, 2010, vacation allowance may accumulate to a maximum of thirty-five (35) days as of September 30 of each year. In the event that more than thirty-five (35) days have accumulated as of September 30, the employee will not retain more than the maximum thirty-five (35) days allowed.

As limited by New Jersey statute, for employees hired on or after May 21, 2010, the vacation day balance may accumulate to a maximum of one full year's vacation allowance as of September 30 of each year. Therefore, the maximum that may be carried forward beyond the cutoff date is as follows:

- maximum for those earning 1 day per month - 12 days;
- maximum for those earning 1 ½ days per month - 18 days;
- maximum for those earning 2 days per month - 24 days.

In the event that the vacation-day balance exceeds the applicable maximum as of September 30, the employee's vacation balance will be reduced to that applicable maximum.

- H. The Board agrees that in the event an employee voluntarily leaves the employment of the College as a result of retirement or resignation, he/she shall be compensated for any accrued vacation time that may be due him/her up to a maximum of thirty-five (35) days, provided that he/she gives no less than two weeks' notice of his/her intention to leave. The notice of retirement or resignation must be hand delivered to the Executive Director of Human Resources by the employee.

An employee who leaves the employment of the College as a result of layoff or death shall be compensated for accrued vacation to a maximum of thirty-five (35) days, with no required notification period.

- I. Employees must give at least one (1) week notice of their intent to take vacations in excess of one (1) day. This request must be submitted electronically through the College's on-line payroll system. Cancellations must be submitted electronically through the College's on-line payroll system and approved by the immediate supervisor prior to cancellation.
- J. Employees may be permitted to take a single vacation day with supervisor's approval provided that the request is submitted electronically through the College's on-line payroll system and the employee gives a minimum of 24 hours' notice the previous workday before the start of the requested vacation.
- K. 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. Should the College be required to cancel a scheduled vacation because of emergency, conflicted schedule, or exceptional need; the affected employee may select a new vacation time from available dates.
- L. Vacation time scheduling should be made five (5) days in advance. However, if a bargaining unit member requests a vacation without the normal five (5) day notice, his/her request shall not be unreasonably withheld or denied. The supervisor will base his/her decision on the operational needs of the college.
- M. Vacation days may be taken in one half day and full day segments only.

ARTICLE 16 - UNPAID LEAVE OF ABSENCE

- A. A permanent employee, upon one month advance written notice to the Executive Director of Human Resources and the immediate supervisor (which may be waived in emergency situations), may be granted up to 60 days leave of absence per fiscal year, without pay, for personal reasons. Such leave may be granted subject to the operational needs of the department. There shall be no loss of seniority rights for the unit member and no benefits shall accrue during the leave period.
- B. Whenever the word "emergency" is used in relation to unpaid leaves of absence, it shall be defined as follows: A sudden, unexpected occurrence of which the employee had no previous knowledge, or a set of circumstances demanding immediate attention.
- C. The request for leave without pay shall state the reason(s) for the leave and the anticipated date of return to employment.
- D. 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.
- E. An employee accepting employment elsewhere during a leave granted shall be terminated.
- F. Vacation benefits and sick leave benefits shall not accrue during an unpaid leave of absence.
- G. Employees may be eligible for leave provisions as provided by law. Please contact the Human Resources Department for information.

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.

C. Permissible Reasons to Use Sick Leave

1. Employees may use paid sick leave for absences due to the employee's own medical incapacity due to the employee's mental or physical illness, injury or other adverse health condition.
 2. In any fiscal year, employees may use up to forty (40) hours of paid sick leave, for any of the following reasons:
 - a. time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
 - b. time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
 - c. absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence; and
 - d. time during which the employee is not able to work because of a closure of the College, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others.
- D. If an employee is absent using sick leave due to personal sickness or for any other permissible reason, the employee's supervisor shall be notified prior to the employee's starting time with the specific reason for the absence. For absences extending beyond one day, the notification call shall indicate the specific dates of the absence. Subsequent calls during this specific absence period will not be required. If an absence using sick leave is foreseeable, such as a scheduled doctor's appointment or medical treatment, employees must give notice of the sick leave to their supervisor seven (7) calendar days prior to the date the sick leave is to begin, or as much must notice as possible if the date is not known seven (7) days prior.

- E. The College may require that an employee, who is requesting sick leave for any of the purposes listed in Article 17.C provide reasonable proof of illness of an employee or of the circumstance and/or verification of the reason for the sick leave whenever such requirement appears necessary, such as absences of three (3) or more consecutive days. Sick leave must be taken in either whole-day or half-day segments. Upon written medical certification from a doctor or other licensed health care provider, an employee may charge sick leave on an hour-to-hour basis.
- F. Sick leave days not used during the year shall be accumulated from year to year.
- G. At the time of retirement, an employee is eligible to be reimbursed for thirty percent (30%) of his/her balance of sick leave, up to a maximum of \$13,000, provided that the employee meets the age requirement of at least 55 years of age and has a minimum of ten years of service.
- H. Any and all policies and provisions regarding sick leave shall be in compliance with the New Jersey Earned Sick Leave Law, N.J.S.A. 34:11D-1 et seq. and any other applicable statutes.

ARTICLE 18 - PERSONAL LEAVE

- A. Employees shall be entitled to up to five (5) paid days of leave per year for the purpose of transacting or attending to personal, legal, religious or business matters which require absence during working hours. Personal leave may be taken in whole, half or quarter days.
- B. Except in emergencies, the employee shall provide the immediate supervisor with a twenty-four (24) hour written request for personal leave.
- C. Whenever the word emergency is used in relation to Personal Leave, it shall be defined as follows: A sudden, unexpected occurrence, of which the employee had no previous knowledge, or a set of circumstances demanding immediate attention.
- D. Personal leave days will be prorated during the first year of employment, based on hire date:

<u>If the hire date is:</u>	<u>Personal Leave Days is/are:</u>
July 1 – August 30	5
September 1 – October 30	4
November 1 – December 30	3
January 1 – March 30	2
April 1 – May 30	1
June 1 – July 30	0
- E. Request for cancellation of personal leave must be in writing and approved by the immediate supervisor, prior to cancellation.

ARTICLE 19 - BEREAVEMENT LEAVE

- A. Permanent employees shall be entitled to a maximum of five (5) consecutive days of absence with pay immediately following the death in the immediate family. Employees may request to take days consecutively or to split the days between two (2) time periods, both of which must be completed within thirty (30) days immediately following the date of death. Immediate family is interpreted to include spouse, civil union partner, parents, son, daughter, sister, brother, father-in-law, mother-in-law, brother/sister-in-law, grandparents, grandchildren, step-parents or step-children. Employees may use vacation or personal days to extend bereavement leave.
- 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. 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 immediate supervisor, 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. Should a greater level of protection pertain to an employee by law, said level of protection will be afforded, rather than that stipulated above.
- C. Sick and vacation leave does not accrue during the time when an employee is on worker's compensation leave.
- D. An employee working elsewhere during a Workers' Compensation leave shall be terminated.

ARTICLE 21 - DISABILITY LEAVE

- A. When an employee, either through injury or illness or other medical incapacity, including pregnancy, loses time from work, not as a result of or arising out of his/her employment as attested by the attending physician or other attending licensed health care provider, he/she shall be granted disability pay subject to the following:
1. Accumulated sick leave must be exhausted prior to use of this benefit.
 2. In no case may this benefit be approved before the eighth (8th) day of the disability period. However, for those with insufficient accumulated sick leave, disability pay will be applied to cover any gap between the expiration of accumulated sick leave and the beginning of the disability period.
 3. During the time this benefit is in effect, the employee will receive 66 2/3% of his/her base salary.
 4. The disability benefit is available for a maximum of twenty-six (26) weeks within a rolling 52-week look-back period, starting from the first day of absence, and continuing based on the employee's medical incapacity, as determined and documented by a physician or other licensed health care provider. On the date a disability leave is to begin, a look-back period of 52 weeks is established. Any disability leave already used during the 52-week look-back period prior to the first day of absence, and any accumulated sick leave used starting from the first day of absence to a maximum of ten (10) days, will count towards the 26-week maximum to determine the number of days available, if any, for a disability leave. All disability leaves of absence granted under this Article 21 shall run concurrently with and be inclusive of any rights and requirements for medical leaves of absence under the Federal Family and Medical Leave Act.
 5. In cases where the disability condition continues beyond the normal leave maximum (see Article 21A, section 4, above), the employee may request up to an additional six (6) weeks of disability leave with the approval for same to be determined exclusively by the College, based on the assessment of a College-assigned physician or other licensed health care provider designated by the College.
 6. During this period of disability leave, the employee shall not accumulate either vacation or sick leave benefits.
 7. An employee seeking a disability leave must submit a completed Extended Absence form to the Executive Director of Human Resources along with a Medical Certification form completed and signed by the employee's physician or other licensed health care provider. Employees are requested to provide at least thirty (30) days' advance notice prior to taking a disability leave if the need for the leave is foreseeable, but otherwise employees must provide notice as soon as practicable, preferably at least seven (7) days prior to taking leave.

8. The employee will be required to submit the Return to Work Authorization form prior to his/her return to work. (One Return to Work Authorization form will be used for all units on campus).
 9. An employee returning from disability leave lasting no more than twelve (12) weeks, shall be returned to the same position held prior to the leave, upon timely notice to the Executive Director of Human Resources.
- B. 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 present the College with the summons/notice the employee received for jury service within two (2) business days following receipt of such summons/notice. Employees absent on jury service will be paid their regular hourly rate up to eight (8) hours straight time pay for the scheduled working time lost each day, in accordance with N.J.S.A. §2B:20-16. The employee must present proof to the College of all days of jury service the employee attended.

ARTICLE 23 - MILITARY LEAVE

Employees will be granted a military leave of absence to serve in the U.S. uniformed services, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and N.J.S.A 38:23-1. Employees must present their military orders to the College as soon as possible following receipt of the documents, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

ARTICLE 24 - FAMILY LEAVE

- A. Employees with at least one full year of service of at least 1000 hours worked, may apply for up to twelve (12) weeks of family leave. Family leave can be used to care for a healthy child following the birth or adoption or placement of a foster child, to care for an immediate family member, who is unable to work or go to school due to a serious health condition, or for any other reason as provided under the Federal Family Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA). All family leaves taken under this Article 24 shall run concurrently with and be inclusive of any rights and requirements for family leaves of absence under the FMLA and NJFLA.
1. For purposes of family leave, an "immediate family member" shall include and employee's parent, child, spouse, civil union partner, domestic partner, parent-in-law, sibling, grandparent, and "any other individual related by blood to the employee and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

- B. Family leaves of absence are unpaid, however, employees absent on family leave may request to use accumulated sick leave, if the reason for family leave is a permissible reason under Sick Leave, Article 17.C, and/or may request to use accrued vacation or personal time while absent on a family leave of absence.
- C. Employees may request an extension of a family leave of absence, so the total amount of family leave is not more than twelve (12) consecutive months.
- D. An employee seeking a family leave of absence under this Article in excess of twelve (12) weeks and up to one (1) year shall submit a written request to the Executive Director of Human Resources at least four (4) months prior to the proposed starting date of the leave.
- E. An employee returning from family leave, or a family leave in conjunction with a disability leave, which lasts no more than twelve (12) weeks combined, shall be returned to the same position held prior to the leave or to a comparable position of equal grade, upon timely notice to the Executive Director of Human Resources. Such individual shall be placed at the same position on the salary schedule that he/she would have attained had he/she been employed by the College during such period.
- F. If a Bargaining Unit member takes a family leave, or family leave in conjunction with a disability leave which lasts more than twelve (12) weeks combined, then the Bargaining Unit member's position shall be made available to him/her within thirty (30) days after written notification to the Executive Director of Human Resources of his/her intent to return to full-time employment. Such individual shall be placed at the same position on the salary schedule that he/she would have attained had he/she been employed by the College during such period.
- G. Any person filling the bargaining unit member's position during a family leave, shall be considered temporary with regard to that position and must relinquish such position within thirty (30) days specified above.

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 job title to another job title.
2. To review requests for additional compensation due to the completion of a job related educational course which is not on the approved course list or considered by the supervisor.
3. To review requests for additional compensation due to the acquisition of a license or certificate which is not on the approved list or considered by the supervisor.
4. The COPE Committee may choose to add or delete appropriate educational courses/license/certificates from this list. The COPE Committee decision is not subject to the grievance procedure.
5. To review appeals if an employee is found ineligible for this benefit and he/she believes that an unfair assessment has been made.

Additional compensation due to the acquisition of a job related educational course/license/certificate will not apply for a unit member presently at the maximum salary for his/her current position/grade.

If an educational course/license/certificate is completed on College time and/or at College expense, it shall not be eligible for this benefit. However, 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, at management's discretion. 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 an educational course/license/certificate pursuant to the unpaid leave provision of the contract.

- B. Promotions Processed Through The COPE Committee

1. Promotions which are approved by the COPE Committee will be effective on the first of the month, following the committees approval of the promotion.
2. 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.

C. Additional Compensation Due To The Completion Of A Job Related Educational Course Through The COPE Committee

1. 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.
2. When an employee intends to enroll in a course and wishes to be eligible for the educational benefit, he/she must complete an appropriate form entitled "COPE Committee Professional Education application". If the supervisor signs the form, this constitutes the supervisor's approval 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 the newly acquired skills on the job. This form must be completed and signed before the course begins. Management will support opportunities for custodians and warehouse personnel to complete training programs that will enhance their job skills. The amount of members eligible to benefit from this program shall not be capped. If a course was previously approved for a specific department's members, all current and future members shall be eligible to take that course.

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

Minor Course: 20 - 39 hours of actual instruction*

Major Course: 40 or more hours of actual instruction*

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

Preparatory classes, specifically intended to prepare an employee for a license or certificate exam, are not compensable under the minor/major course payment program.

4. 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.
5. Eligibility for this benefit also requires an assessment by the supervisor. As part of the annual evaluation process, the supervisor will identify an individual's performance on the job during and/or following the course. The supervisor will determine an appropriate length of time in which to monitor the individual's job performance.
6. 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.

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

As of July 1, 2024:

Minor Course: \$1.00 per hour

Major Course: \$2.00 per hour

The rates above shall be included in overtime rates.

Payment will be based on the concept of Benefit Units. A major course is equivalent to two (2) benefit units. A minor course equals one (1) benefit unit. The maximum number of benefit units to be granted in one year will be four (4).

A supervisor may approve a series of short course/seminars/workshops to be combined and used as a minor course. Since those programs are typically one-day type programs with no reading, assignment or follow-up required, a different number of designated hours is required. In this situation only, a minimum of twenty (20) hours of instruction in a combination of one day seminars and other short duration programs may be reviewed, recommended and approved by the immediate supervisor.

Courses can be accumulated over a two (2) year period and may not be counted more than once.

8. Eligibility for the educational benefit requires the successful completion of the program by whatever standards (if any) are established for that course. Examples of successful completion consists of earning a passing grade, passing a test, etc.
- D. Additional Compensation Due To The Acquisition Of A Job Related License and/or Certification Through The COPE Committee
1. To the extent possible, a list of approved licenses and/or certificate programs will be developed and made available to staff. Supervisors will also consider licenses and certificate programs not on that list, based on the perceived usefulness of that license/certificate to the department.
 2. When an employee intends to apply for a license/certificate and wishes to be eligible for additional compensation, he/she must complete an appropriate form entitled "COPE" Committee Professional License/Certificate Application". If the supervisor signs the form, this constitutes the supervisor's approval 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 newly acquired skills on the job. This form must be completed and signed, prior to applying for the license.

3. Licenses/Certificates will be categorized as: "**minor**" or "**major**" based on the following:

MINOR LICENSE

Pesticide License 3 A and 3 B

Pesticide License 7 A and 7 B

Pesticide License 13

Black Seal

Refrigerant

Pool Operator

MINOR CERTIFICATE

Asbestos Operations and Maintenance

Fork Lift Operator

MAJOR LICENSE

Plumbing

Electrical

Code Inspector

Certified Tree Expert

MAJOR CERTIFICATE

Locksmith

4. Upon receipt of the appropriate license/certificate the employee must submit it to the supervisor for copying. The supervisor will attach the license/certificate to the original form and note on that form that the license/certificate was received and the expiration date of the license/certificate. If the license/certificate was not received, that would also be noted and, in that case, the process would be completed.
5. As part of the June annual evaluation, a new form appended to the evaluation form will require the supervisor to note the license/certificate and to evaluate the individual's performance on the job in the particular areas covered by the license/certificate. A concluding statement will clearly indicate whether the individual is eligible for the license/certificate benefit.

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

6. Employees who successfully complete the license/certificate requirements and are so certified by the appropriate supervisor will receive the following compensation.

As of July 1, 2024:

Minor License/Certification \$1.00 per hour

Major License/Certification \$2.00 per hour

The above rates shall be included in the overtime rate.

7. Failure to maintain the license/certificate will result in the removal of the payment received for receipt of the license/certificate.

E. Appeal Mechanism

1. If an employee is found ineligible for this benefit and believes that an unfair assessment has been made, the employee may file an appeal. The appeal is to be filed on a regular grievance form and will be marked by the Union representative as a COPE Committee Appeal. The appeal will then go to the COPE Committee (rather than through the normal steps of the grievance procedure) for a hearing and a decision.

If the employee is dissatisfied with the results of the appeal 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: Designated Management Representative from the Human Resources Department
- (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 Designated Management Representative from the Human Resources Department. 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 Designated Management Representative from the Human Resources Department shall hold a hearing on the grievance.
 - (c) Within five (5) working days after the hearing, the Designated Management Representative from the Human Resources Department shall render a decision in writing to the employee and the Union.
3. Step Three: The President's designee
- (a) Within five (5) working days after receiving the decision of the Designated Management Representative from the Human Resources Department, an appeal of the decision may be made by the Union or the employee to the President's designee. 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 President's designee or designee, shall hold a hearing on the grievance.
 - (c) Within seven (7) working days after the hearing, the President's 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 or 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. Discipline connected with the third and fourth steps of the progressive discipline process, one (1) day suspension and three (3) day suspension respectively, will not be enacted until the grievant has exhausted the grievance process. Suspensions of employees awaiting a pre-termination hearing will be treated separately.

5. Time limits provided in this grievance procedure may be extended by mutual agreement.
6. 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.
7. 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.
8. 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 five (5) changes per week between October 1 and May 1 of each year. In addition, five (5) winter long sleeve undershirts shall be provided.
- B. Summer uniforms in sufficient quantity to allow five (5) changes per week between May 1 and October 1 of each year.
- C. One (1) jacket or sweatshirt shall be provided to Warehousepersons and Custodians. A choice of one jacket, one set of coveralls or one sweatshirt shall be provided for Mechanics. One set of coveralls and either one jacket or one sweatshirt, 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 \$350 per year as of July 1, 2024 and for the remainder of the Agreement shall be provided to unit members in annual installments. Payment will be made on June 30 and will apply only to members on the active payroll on that payment date. For purposes of this section, a year shall be defined as July 1 through June 30.
- G. The employee will be responsible for validating any need for uniform and jacket replacement.
- H. Employees' shall wear only the uniforms provided by the College. Uniforms must be kept and worn in a neat and orderly fashion.

ARTICLE 29 - PROTECTIVE FOOTWEAR

Employees shall wear protective footwear at all times. The College will provide protective footwear at a total cost not to exceed \$300 as of July 1, 2024 and for the remainder of the Agreement. A maximum of three (3) 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 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 the yearly allowance 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

- A. Bargaining unit members are to be granted tuition and fee-free entrance to any class on a credit or audit basis at Middlesex College. However, should any portion of a course fee relate to a direct per-student charge to the College, that portion of the course fee will not be waived.
- B. Bargaining unit dependents (including husband or wife, children or legally adopted children or other related members of the household as defined and accepted under Federal Tax Law) are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex College for which they meet the entrance requirements.
- C. Retired bargaining unit members and their spouse and dependent children (as defined and accepted under Federal tax law) are to be granted tuition-free entrance, up to six (6) credits per semester and twelve (12) credits per fiscal year, to any class on a credit basis at Middlesex College provided course prerequisites are met.

- D. In the event the course(s) does not generate FTE support, bargaining unit members may waive tuition charges up to \$225.00 per course. Any additional 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 materials 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.

- E. Any spouse and dependent children (as defined and accepted under Federal Tax Law) of an employee that died while on duty will be granted tuition-free entrance, up to (12) credits per semester and twenty-four (24) credits per fiscal year, to any class on a credit basis at Middlesex College provided course prerequisites are met.
- F. An employee and his/her covered dependents (see section 2, above), actively enrolled in courses at the time an employee is laid off, shall be permitted to complete said courses under an approved tuition waiver without additional expense.

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 Director, Health and Safety who will act as Chair of the Safety Committee.
- B. It is agreed that no employee member may serve consecutive terms. A term shall begin July 1 and end June 30.
- 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. Coverage for bargaining unit members shall commence on the first day of the month following three months of continuous employment.

B. Medical Coverage

The College shall provide medical insurance coverage for Teamster employees and their eligible dependents in accordance with the benefit summaries attached as Appendix A to this Agreement. Employees will contribute toward the cost of health benefits, through the Section 125 Plan, in accordance with the Tier 4 level under N.J. Public Law 2011, c. 78 (Chapter 78 contributions), or in accordance with the terms of Chapter 44, and must authorize the appropriate amount to be deducted from their paycheck. Employees on an unpaid leave, must pay the total amount due for all months they will be on unpaid leave, prior to their leave.

Only employees enrolled in the Traditional Plan as of July 26, 2018 may continue coverage in that plan, and those who leave the Traditional Plan may not re-enroll in the Traditional Plan.

As of July 1, 2021, the College also will offer eligible employees the option to enroll in a plan offered through the JHIF, which is equivalent to the New Jersey Educators Health Program (the "Educators Equivalent Plan"), in accordance with New Jersey law, commonly known as Chapter 44. As of July 1, 2021, any employee, who does not expressly elect to participate in a different medical insurance plan or to waive coverage pursuant to Article 32.E, automatically will be enrolled in the Educators Equivalent Plan, as required by law. As of January 1, 2022 (or such later date as provided by law), the College also will offer to employees a plan equivalent to the Garden State Health Plan (the "Garden State Equivalent Plan") as also required by Chapter 44. Benefits and contributions under both equivalent plans shall be determined based on the mandatory provisions of Chapter 44. In accordance with Chapter 44, all employees hired after July 1, 2020 only may enroll in the either Educators Equivalent Plan or the Garden State Equivalent Plan.

C. Dental Coverage

The College shall provide dental insurance coverage for Teamster employees and their eligible dependents in accordance with the benefit summary attached as Appendix B to this Agreement. Employees will contribute toward the cost of dental benefits, through the Section 125 Plan, in accordance with the Year 4 level under N.J. Public Law 2011, c. 78 (Chapter 78 contributions), and must authorize the appropriate amount to be deducted from their paycheck. Employees on an unpaid leave, must pay the total amount due for all months they will be on unpaid leave, prior to their leave.

- D. 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.

The union office shall be notified of changes in coverage at least thirty (30) days before the effective date of the change, except in such cases where late notification to the College precludes the thirty (30) day notice period.

E. Waiver of Coverage

An employee may opt to waive his/her medical and/or dental coverage, provided proof of other coverage is submitted to the College at the time coverage is waived. In that case, the employee shall be compensated by the College in quarterly increments at a rate based on 50% of the current monthly, single coverage rate for the lowest cost plan. However, in no case may said compensation exceed the lesser of \$5,000 per year or maximum allowed by law (N.J.S.A 18A:64A-13.1). An employee who opts to decline coverage shall be eligible to re-enroll in accordance with applicable law.. Waivers may be discontinued by the College at any time. An employee is not eligible to select waiver of health insurance coverage if he/she is otherwise covered for health insurance by the Middlesex County Joint Health Insurance Fund through a family member, who also is eligible for such coverage through the College or any other employer covered by the Middlesex County Joint Health Insurance Fund. An employee is not eligible to select waiver of dental insurance coverage, if he/she is covered by the College's employee dental plan through a family member..

F. Annual Physical Exam

Teamster employees shall be entitled to a physical examination by the physician, licensed optometrist or licensed audiologist of his/her choice during the time period of the current contract. Teamster personnel may elect to have said reimbursement applied against a single exam in any year or against separate exams in each year so long as the total reimbursement does not exceed the total amount for the designated period.

In order to process a reimbursement for a physical exam:

1. The medical receipt must indicate that a physical exam was performed, the charges incurred and that it was paid by the employee.
2. The medical receipt must be submitted to the insurance carrier for payment. Upon denial, the bill should be submitted on the appropriate purchase requisition form. Under no circumstances will payment be made by both the insurance carrier and the College. The purchase requisition form, the insurance company denial and the medical receipt is submitted to the Human Resources Department.
3. If an employee receives payment from both sources, he/she shall be required to return the monies paid by the College.
4. The purchase of eyeglasses, contact lenses or hearing aids may also be submitted through this procedure. However, there will be no requirement to submit it to the insurance carrier first.
5. No payment under this section will be approved to cover annual deductibles or co-pay amounts.

6. The current designated amount for the time period July 1, 2024 through June 30, 2028 is \$1,000.
7. Employees hired during the 2nd year of the contract will be entitled to \$750.
8. Employees hired during the 3rd year of the contract will be entitled to \$500.
9. Employees hired during the 4th year of the contract will be entitled to \$250
10. Requests for payment must be submitted within the fiscal year they are incurred.

G. Section 125 Plan

The College shall establish an IRS Section 125 plan specifically to allow bargaining unit members the option of paying for allowable health care spending by way of pre-tax payroll deduction up to a maximum allowed by law.

ARTICLE 33 - HEALTH BENEFITS AT OF RETIREMENT

When a member of the Bargaining Unit who has been employed at Middlesex College for at least twenty (20) years, and who has attained the age of at least sixty-five (65) years, retires, the College shall provide supplemental health coverage for the employee and his/her spouse, except this benefit will not be available to an employee who enrolls or is enrolled in the School Employees Health Benefits Plan retiree benefits program. The retiree may choose from the designated AARP and Horizon Blue Cross/Blue Shield plans, currently Plan F for each provider. Alternately, retirees may select a more expensive plan from one of those designated providers, with the cost differential to be paid by the retiree.

The College will reimburse the participating employee, surviving spouse or the estate (for payments made prior to the death of the final participant) quarterly upon submission of cancelled check(s) showing payment, for the full cost of coverage under the supplemental plan health coverage for the employee and/or spouse.

ARTICLE 34 - SUPPLEMENTAL RETIREMENT ANNUITIES

Under the guidelines of the New Jersey Division of Pensions, Supplemental Retirement Annuities (SRA'S) are available for bargaining unit members. An employee's contributions are made with pre-tax dollars, free of federal taxes until income distribution begins.

Detailed information is available from the Human Resources Department.

ARTICLE 35 - CHILD CARE

- A. The College shall establish an IRS section 125 plan specifically to allow bargaining unit members the option of paying for child care services through a licensed provider, by way of pre-tax payroll deductions, up to the maximum allowed by law.
- B. Bargaining unit members who pre-register by June 30 in any year, will have preference for enrollment of their children in the College's Child Care Center for either the Summer or September of that year.

ARTICLE 36 - PHYSICAL EDUCATION CENTER

All bargaining unit members will be entitled to use the facilities of the Physical Education Center, including use of the swimming pool, the gym for jogging and racquetball courts at no cost.

ARTICLE 37 - 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 38 - 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. Time off due to disciplinary action will not affect the accrual of vacation or sick days.
- C. In administering disciplinary action, the College will follow the principles of progressive discipline.

ARTICLE 39 - 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.

A part-time worker is defined as an individual who works 29 hpw or fewer and is not covered by this agreement. This 29 hpw limitation does not preclude the occasional scheduling of additional hours to meet the operational needs of the College.

- 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.
- F. The telephone number to be called to report an absence or lateness prior to the start of the employee's scheduled start time shall be posted on the union bulletin board. For the main campus in Edison that number is 732-906-2610. (For the Perth Amboy Center call 732-324-0700, ext. O; for the New Brunswick Center call 732-745-8866.)
- G. A detailed Memorandum of Agreement, dated November 12, 2008, referencing the Boiler Operator position, is available in the Human Resources office.

ARTICLE 40 - WAGE RATES

A. Salary and Classification Schedule for 2024/2025:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$62,000	\$106,018
Mechanic II	\$55,000	\$95,369
Mechanic III	\$48,000	\$79,765
Groundskeeper I	\$54,000	\$95,369
Groundskeeper II	\$46,000	\$79,765
Warehouse I	\$45,000	\$84,418
Warehouse II	\$37,000	\$74,658
Boiler Custodian	\$39,750	\$79,308
Event Custodian	\$39,750	\$79,308

Custodian	\$36,250	\$78,687
Senior Carpenter ¹	\$72,380	\$116,620
Senior Electrician	\$82,720	\$116,620
Senior HVAC Technician	\$82,720	\$116,620
Senior Plumber	\$77,550	\$116,620
Senior General Mechanic	\$72,380	\$116,620

B. Salary and Classification Schedule for 2025/2026:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$62,000	\$109,729
Mechanic II	\$55,000	\$98,706
Mechanic III	\$48,000	\$82,556
Groundskeeper I	\$54,000	\$98,706
Groundskeeper II	\$46,000	\$82,556
Warehouse I	\$45,000	\$87,373
Warehouse II	\$40,000	\$77,271
Boiler Custodian	\$42,000	\$82,084
Event Custodian	\$42,000	\$82,804
Custodian	\$40,000	\$81,441
Senior Carpenter	\$74,913	\$120,702
Senior Electrician	\$85,615	\$120,702
Senior HVAC Technician	\$85,615	\$120,702
Senior Plumber	\$80,264	\$120,702
Senior General Mechanic	\$74,913	\$120,702

C. Salary and Classification Schedule for 2026/2027:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$63,860	\$113,021
Mechanic II	\$56,650	\$101,668
Mechanic III	\$49,440	\$85,033
Groundskeeper I	\$55,620	\$101,668
Groundskeeper II	\$47,380	\$85,033
Warehouse I	\$46,350	\$89,994
Warehouse II	\$42,000	\$79,589
Boiler Custodian	\$45,100	\$84,546
Event Custodian	\$45,100	\$84,546
Custodian	\$42,000	\$83,884
Senior Carpenter	\$77,161	\$124,323
Senior Electrician	\$88,184	\$124,323
Senior HVAC Technician	\$88,184	\$124,323
Senior Plumber	\$82,672	\$124,323
Senior General Mechanic	\$77,161	\$124,323

¹ These "senior skilled labor" positions will receive an initial increase as of January 1, 2024 as set forth in paragraph E below.

D. Salary and Classification Schedule for 2027/2028:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Mechanic I	\$65,776	\$116,411
Mechanic II	\$58,350	\$104,718
Mechanic III	\$50,923	\$87,584
Groundskeeper I	\$57,289	\$104,718
Groundskeeper II	\$48,801	\$87,584
Warehouse I	\$47,741	\$92,694
Warehouse II	\$44,000	\$81,977
Boiler Custodian	\$47,250	\$87,083
Event Custodian	\$47,250	\$87,083
Custodian	\$44,000	\$86,401
Senior Carpenter	\$79,476	\$128,052
Senior Electrician	\$90,829	\$128,052
Senior HVAC Technician	\$90,829	\$128,052
Senior Plumber	\$85,152	\$128,052
Senior General Mechanic	\$79,476	\$128,052

- E. Effective January 1, 2024, the minimum salaries for "senior skilled labor" positions, as defined in the attached relevant job descriptions, will be increased as follows:

<u>TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Senior Carpenter	\$70,000	\$112,785
Senior Electrician	\$80,000	\$112,785
Senior HVAC Technician	\$80,000	\$112,785
Senior Plumber	\$75,000	\$112,785
Senior General Mechanic	\$70,000	\$112,785

The current employees who will be placed in these positions as of January 1, 2024 are listed in the relevant MOA.

The three (3) employees moving into the Senior positions who are already paid above the Minimum salary for those Senior positions will receive a one percent (1%) increase only as a result of moving into the Senior title as of January 1, 2024. This shall not affect any future annual percentage increase, which shall be given pursuant to the below terms and conditions.

Additional employees may move into the above Senior positions in the future so long as they meet all the qualifications of the job descriptions and perform all the duties of such.

- F. Effective upon ratification, all bargaining unit members will receive a one-time payment of \$800, which does not change their base salary.
- G. Effective upon ratification, all bargaining unit members will receive a 2.3% increase to base, retroactive to July 1, 2023.

- H. Effective July 1, 2024, all bargaining unit members earning more than the minimum salaries shall receive a 3.4% increase to base.
- I. Effective July 1, 2025, all bargaining unit members earning more than the minimum salaries shall receive a 3.5% increase to base.
- J. Effective July 1, 2026, all bargaining unit members earning more than the minimum salaries shall receive a 3.0% increase to base.
- K. Effective July 1, 2027, all bargaining unit members earning more than the minimum salaries shall receive a 3.0% increase to base.
- L. The above provisions shall be interpreted to mean that each year, existing employees shall either receive a bump in their minimum salary or the percentage increase for that particular year, whichever is greater. In no event shall any employee receive an increase to minimum salary and a percentage increase in the same year. In no event shall any existing employee not receive an increase to salary in any given year.
- M. Direct Deposit

All employee payroll will be directly deposited into a bank account as designated by each employee. The College will not issue any live payroll checks. All employees must sign a form authorizing the direct deposit and provide account information to the College. Employees using direct deposit still will receive a stub, either physical or electronic, showing the amount paid and deposited into their account and other information as required by law. There is no cost to employees to use this benefit.

ARTICLE 41 - 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 appropriate Executive Director/Director of the department, without recourse by the Union or the individual to the grievance procedure.
- D. No "Leadperson" will be required to hire, fire or recommend discipline.

ARTICLE 42 - PAID TERMINAL LEAVE

- A. Any bargaining unit member who has completed twenty-five (25) years of full-time service at Middlesex College, may apply to participate in the Paid Terminal Leave Program to receive 8.4 months of the member's salary in paid terminal leave starting as of the following July 1 or January 1. Eligibility is based on years of full-time service as of the anticipated first day/effective date of terminal leave, and compliance with the provisions of this Article, without regard to the employee's age or eligibility for retirement.
1. Alternatively, any bargaining unit member who has completed twenty (20) years of full-time service at Middlesex College, may apply to participate in the Paid Terminal Leave Program to receive 4.2 months of the member's salary in paid terminal leave starting as of the following July 1 or January 1. Eligibility is based on years of full-time service as of the anticipated first day/effective date of terminal leave, and compliance with the provisions of this Article, without regard to the employee's age or eligibility for retirement.
- B. Those who wish to participate in the Program must inform the College President's designee, in writing, of their intention to resign employment voluntarily and to participate in the paid terminal leave program, at least six (6) months prior to the anticipated first day/effective date of terminal leave, and must receive prior written approval from the College to qualify. Any employee approved for paid terminal leave must submit an irrevocable letter of voluntary resignation to be effective immediately following completion of the paid terminal leave. Any employee, who is terminated for cause or who resigns in lieu of termination for cause, is not eligible.
- C. The benefit is fixed at 8.4 months of the member's salary in paid terminal leave after twenty-five (25) years, or 4.2 months of the member's salary in paid terminal leave after twenty (20) years, and will not increase or decrease if an employee works more than twenty (20) years but less than twenty-five (25) years, or if the employee works more than twenty-five (25) years, before electing to participate. No one resigning with less than twenty (20) years of service is eligible to participate. The period of terminal leave does not count towards the twenty-five (25) years (or twenty (20) years) of full-time service.
- D. No more than five (5) bargaining unit members may participate in the Paid Terminal Leave Program in any fiscal year. If more than five (5) employees apply in any fiscal year, participants will be chosen based on unit seniority and the needs of the College.
- E. During Paid Terminal Leave, a participating employee:
1. Will not be required to report to work or to perform any job duties, and will be paid his/her base rate of pay as of the effective date of terminal leave, including any COPE incentives earned during employment, but not including shift differential, lead pay, or any other pay differential, and will receive payments on the College's regularly scheduled payroll dates, subject to applicable withholding;

2. Will be eligible to continue participating in the health insurance programs offered by the College, at the same rates the employee would have contributed if still in active service;
 3. Will be eligible to receive pension contributions and service credits toward pension, subject to acceptance by PERC, and will be eligible for any other benefit the College is legally obligated to provide for employees, (e.g., temporary disability, workers' compensation, family leave insurance, etc.);
 4. Will not receive any salary increases awarded to employees in active service or otherwise, will not accrue any paid time off (holidays, vacation days, etc.), and will not receive payment for any paid time off; and
 5. Will not be eligible for recall, rehire or reemployment with the College.
- F. This Program cannot be used in conjunction with any other severance or terminal compensation program.
- G. Any severance program previously applicable to any bargaining unit employees, including the severance program set out below will be eliminated and become null and void as of June 30, 2022.

ARTICLE 43 - DURATION OF AGREEMENT

This Agreement shall be effective upon ratification and shall continue in full force and effect until June 30, 2028

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.

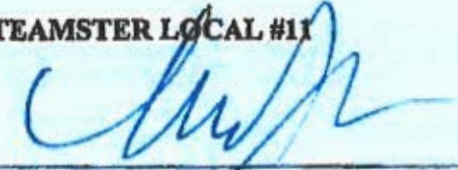
SIGNED THIS 30th DAY OF June, 2024.

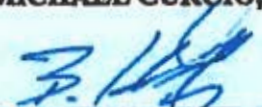
THE BOARD OF TRUSTEES
MIDDLESEX COLLEGE


CHAIRMAN, BOARD OF TRUSTEES


MARK MCCORMICK, PRESIDENT

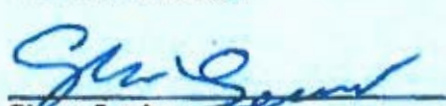
TEAMSTER LOCAL #11


MICHAEL CURCIO, PRESIDENT


BEN HERNANDEZ, BUSINESS AGENT

Committee:


William Lockwood


Shaun Lockwood


Mark Andersch