

**The College of New Jersey and
The College of New Jersey Federation of Teachers, Local 2364, AFT
Memorandum of Agreement # 87 Energy Savings Program**

- I. This Memorandum of Agreement will replace Memorandum of Agreement #81.
- II. The College shall be open for complete service during the following seven (7) State designated Holidays: Martin Luther King Day, Washington and Lincoln's Birthdays, Good Friday, Columbus Day, Election Day, and Veteran's Day. Employees shall be granted ten and one half (10 ½) compensatory days of leave for work performed on the noted holidays designated as "Energy Savings Holidays." The dates of these compensatory days, designated "Energy Savings Closing Days," shall be specified by the Administration, via a communication to the affected unit members no later than the first week of every year.
 - A. In the event that The College is closed for emergency on either of the Energy Savings Holidays, resulting in employees not working that day, the Energy Savings Closing Days scheduled in the winter or the summer shall be reduced accordingly.
 - B. Earned credit to be applied to Energy Savings Closing Days is dependent upon employees working on the designated Energy Saving Holidays.
- III. Designated Closures
 - A. **Summer Closures** - There will be five designated energy Friday closures during the summer plus four four-day work weeks with Fridays off. During the first five weeks of energy Friday closures, employees will work their regular work schedules and have the Energy Friday off. During the two weeks that include Memorial Day and the July 4th holiday, employees will not use an energy day but will have off on the official Monday holidays. During the four four-day work weeks which will begin July 12, 2010, employees will work an extended schedule Monday through Thursday. An extended day would typically be eight hours and forty-five minutes for employees on a thirty five hour per week work schedule and ten hours per day for employees on a forty hour per week work schedule.
 - B. **Winter Closures** - Five of the compensatory days earned by working the holidays noted are sufficient to cover the winter break (12/23/10, 12/27/10, 12/28/10, 12/29/10, and 12/30/10. The holidays will be 12/24/10 and 12/31/10 (for New Year's Day).
 - C. **Discretionary Time** - The unused 0.5 day of compensatory time can be used by employees as if it were vacation time.
- IV. Where The College requires that a work unit be open 5 days/week during the summer closures, the employee may arrange one of the following schedules with his/her supervisor, which insures that services are provided:
 - A. Monday through Thursday, or
 - B. Tuesday through Friday, or
 - C. Monday through Friday. In this case, the employee may use the accrued holiday compensatory time (i.e., energy leave) at a time mutually agreed upon between the employee and the supervisor.
- V. Employees may only use holiday compensatory time (i.e., energy leave) after it has been earned.
- VI. The following opportunities shall be available to employees who are unable to work any of the Energy Saving Holidays because of illness or other emergent situations:

- A. The employee may choose to apply vacation, administrative leave, or other earned compensatory time to Energy Savings Closing Days not otherwise covered by compensatory time earned by working Energy Saving Holidays.
 - B. The employee may request to work additional hours in order to earn compensatory time which can be applied toward Energy Savings Closing Days not otherwise covered by compensatory time earned by working Energy Saving Holidays. The supervisor shall make every effort to provide an appropriate work assignment and safe conditions.
 - C. The employee may apply to work during the Energy Savings Closing Days not otherwise covered by compensatory time earned by working Energy Saving Holidays. Such requests shall be honored when it is possible to provide an opportunity for an appropriate work assignment under safe conditions.
- VII. Earned compensatory time shall not be applied against military leave.
- VIII. Employees who leave The College prior to using their compensatory time shall have their compensatory time paid out.
- IX. Earned holiday compensatory time shall not be carried over from one year to the next, except in instances where January 2nd falls on a Friday, and The College designates this as a closure day for winter break.
- X. Should an employee feel that requests for leave or an alternate schedule (where appropriate) are unreasonably denied, the employee may request that representatives from the union and the administration meet and seek a resolution to the problem.
- XI. This agreement shall automatically be renewed from year to year unless either party shall give to the other written notice of its desire to terminate, modify, or amend this agreement, in which case, this agreement shall automatically terminate on December 31st of the year in which notice is given. Such notice shall be given the other party in writing by certified mail or other verifiable means no later than June 1st of any succeeding year, unless circumstances emerge after that date, making early notification impossible. In such cases, the circumstances shall be clearly explained in the communication. The parties recognize that this agreement is intended to address a specific set of circumstances, and shall have no precedential value either at The College of New Jersey, or at any other college, and shall not be cited as a precedent for any purpose in any forum.

For Local #2364, AFT

Ralph Edelbach
 Ralph Edelbach, President, TCNJ Local #2364, AFT

Jan 7, 2010
 Date

For The College of New Jersey

Barbara Wineberg, Treasurer, Acting Director of Human Resources

Date