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**AGREEMENT**

*between*

**MERCER COUNTY  
COMMUNITY COLLEGE**

*and*

**LOCAL 2319 OF  
THE AMERICAN FEDERATION  
OF TEACHERS**

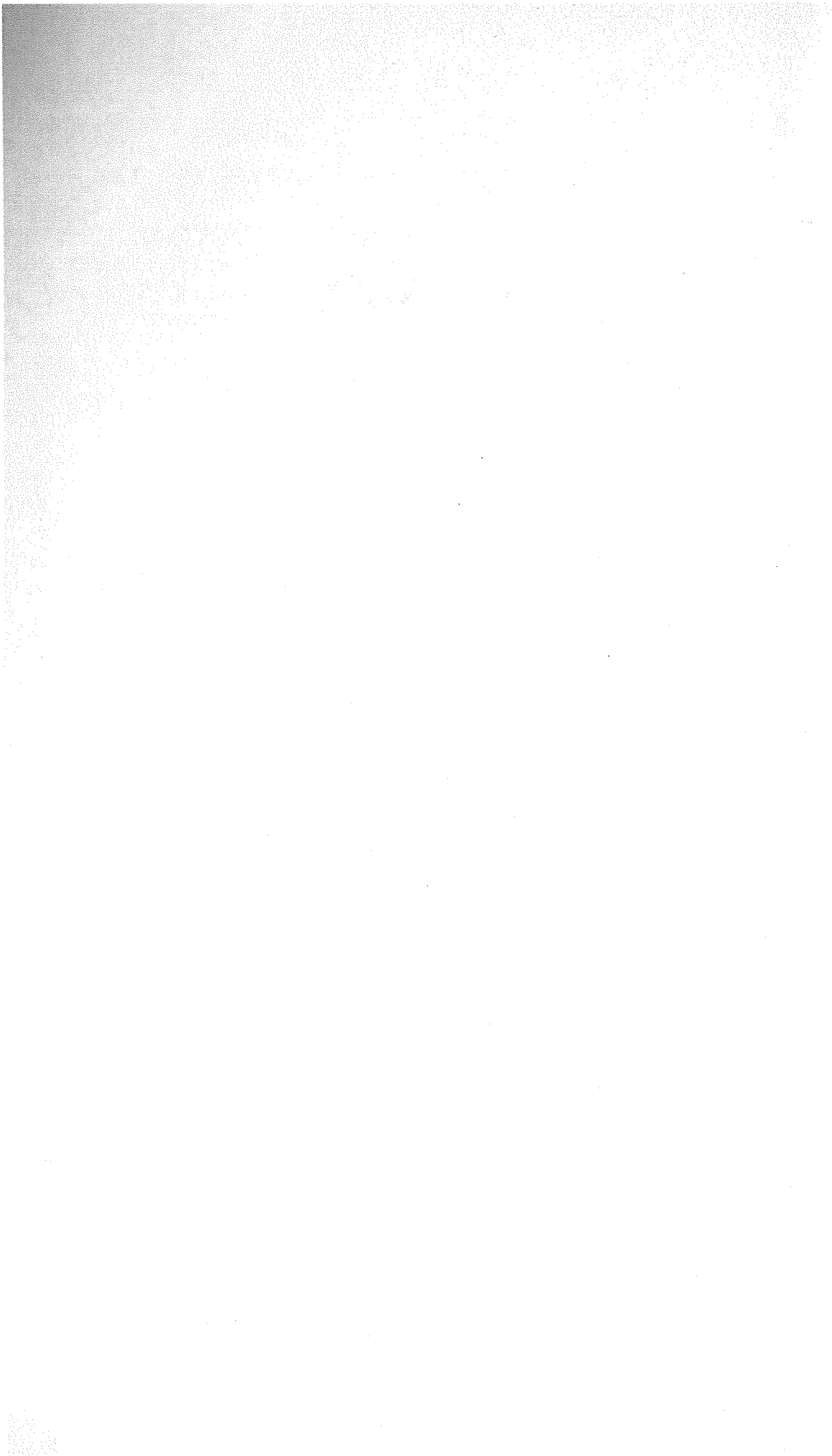
**AFL-CIO**

*Supportive Staff*



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COMMUNITY COLLEGE**

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**LOCAL 2319 OF  
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OF TEACHERS  
AFL-CIO**



## ***Officers***

**Dorothy B. Kodytek**  
*President*

**Patricia A. Dolan**  
*Vice President*

**Jean A. Miller**  
*Treasurer*

**Clara M. Arneth**  
*Recording Secretary*

**Mary Ann Howard**  
*Corres. Secretary*

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## **ARTICLE 1 RECOGNITION**

The Board hereby recognizes the Union as the exclusive collective negotiation's representative for the purpose of collective negotiations concerning the terms and conditions of employment of supportive staff employed by the Board in the following categories of employment.

Admissions Clerk  
Bookstore Administrative Secretary  
Messenger Driver  
Registrar Clerk  
Library Clerk  
Administrative Typist  
Mail/Duplicating Clerk  
Switchboard Receptionist  
General Secretary  
Counseling Secretary  
Bookstore Clerk (Includes present cashier)  
Keypunch Operator  
Bookkeeper (Includes present Accounting Clerk & Clerk Bookkeeper)  
Department Secretary  
Film & Media Materials Specialist  
Administrative Secretary (Includes present Admin. Sec. II and Academic Secretary)  
Senior Registrar Clerk  
Bookstore Receiving Clerk  
Sr. Keypunch Operator  
Sr. Bookkeeper  
Financial Aid Assistant  
Sr. Administrative Secretary (Includes present Purchasing Administrative Secretary)  
Computer Operator  
Principal Bookkeeper  
Public Affairs Assistant  
Programmer  
Recorder  
Library Keypunch Operator/Clerk

Employees in the following offices are specifically excluded from the Unit:

President

Assistant to the President

Dean of Planning & Development

Dean of Administrative Services

Director of Personnel Services

## **ARTICLE 2 DEFINITIONS**

The term "Federation" as used in this document shall refer to Mercer County Community College Secretarial, Clerical & Technical Employees Union, AFT, AFL-CIO.

The term "member of the Unit" or "Employee" as used in this document shall refer to employees of Mercer County Community College whose job title is indicated under "recognition" of this document.

The term "Board" as used in this document shall refer to the Board of Trustees of Mercer County Community College or to the Board's duly appointed agents.

The term "College" as used in this document shall refer to Mercer County Community College, P.O. Box B, Trenton, New Jersey.

## **ARTICLE 3 DURATION**

This agreement shall commence July 1, 1972 and shall expire February 28, 1975 except that the salary schedule shall be reopened for negotiations as of July 1, 1974.

## **ARTICLE 4 WORK WEEK**

The normal day shall consist of seven hours divided into two periods, not necessarily of the same length, separated by a one hour lunch period. The basic work week for members of the unit consists of a

total of five tours of duty totalling 35 hours within a five day period from Monday through the following Friday. This does not preclude the College from employing new individuals in new positions which may require a different work week.

The normal work day for all members of the unit shall be 9:00 a.m. to 5:00 p.m., except those employees who are presently working or have worked a seven hour day different than the 9:00 a.m. to 5:00 p.m. day stated above, nor does it preclude the College from employing new individuals in new positions which may require different hours.

Upon the mutual agreement of the College and an employee, the above may be waived and a copy of the signed waiver shall be forwarded within 48 hours to the Federation.

## **ARTICLE 5 SUMMER HOURS**

Each year the work day shall be reduced by one (1) hour commencing the Monday after June 15th and continuing until Labor Day.

## **ARTICLE 6 OVERTIME POLICY**

1. The employee's regular rate of pay shall be paid for work under the following conditions:

(a) All work performed in excess of thirty-five (35) hours up to and including forty (40) hours.

2. Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions:

(a) Daily—all work performed in excess of eight (8) hours in any work day,

(b) Weekly—all work performed in excess of forty (40) hours,

(c) All work performed on the sixth (6) work day of any work week,

(d) All work performed on a holiday plus the reg-

ular day's pay.

3. Double time the employee's regular rate of pay shall be paid for work under the following conditions:

(a) All work performed on the seventh (7) work day of any work week.

4. Overtime opportunities will be distributed as equally as possible.

5. Overtime shall be on a voluntary basis with the understanding that both parties will cooperate to meet the needs of the institution.

## **ARTICLE 7 REST PERIOD**

Each employee is entitled to schedule one (1) fifteen (15) minute rest period per day.

## **ARTICLE 8 JURY DUTY**

If a member of the unit is called for jury duty or has been subpoenaed as a witness and must serve in a case in which he or she has no personal or financial interest, he or she will be granted paid leave to fulfill such duty providing the employee agrees to reimburse the College in an amount equal to fees and expenses the employee receives for such duty.

## **ARTICLE 9 VACATIONS**

Ten (10) working days per calendar year, shall be available for vacation leave. Vacation leave shall be noncumulative. In the first year of service employees shall be eligible for ten (10) working days of vacation after ten (10) months of service. If service is more than five (5) months, but less than ten months during the first year of employment, then paid vacation shall consist of five (5) working days. If the service totals less than five (5) months during the first year, then there shall be no paid vacation.

After five (5) continuous years of full time employment, paid vacation leave shall consist of fifteen (15) working days per year. Service time is accumulated from the original appointment date with Mercer County Community College or Trenton Junior College. Vacation must be taken during the calendar year.

## **ARTICLE 10 BEREAVEMENT LEAVE**

The Board will allow each employee time off, with pay, to attend the funeral of a member of the immediate family. The immediate family and the number of days allowed for each are as follows:

Brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchild	3 days
Brother-in-law, sister-in-law, aunt, uncle, niece, nephew	1 day
Parent, spouse, child, or guardian	5 days

The supervisor shall be immediately notified whenever such leave is necessary.

## **ARTICLE 11 PERSONAL DAYS**

Employees are entitled to two (2) days per fiscal year of noncumulative paid leave of absence to attend to personal business. This leave shall not be taken unless twenty-four (24) hour notice is given to the employee's supervisor and the Personnel Office.

## **ARTICLE 12 SICK LEAVE**

1. All employees covered by the Agreement shall be entitled to sick leave with pay based on their total number of accumulated sick days.

(a) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, or to attend to immediate family members who are ill.

2. Sick leave with pay shall accrue to any full time employee on the basis of one (1) working day for each month of employment. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose (1.a.-above). Service with Trenton Junior College will be included in sick leave earned at a rate of five (5) days per year of such service.

3. The College may require proof of illness.

(a) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(b) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified within one (1) hour of their starting time.

(c) The College may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the College by a physician designated by the College. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

## **ARTICLE 13 SICK LEAVE BANK**

1. Upon ratification of this contract, the Board will contribute two and one-half ( $2\frac{1}{2}$ ) days per employee to a sick leave bank. Thereafter, one quarter ( $\frac{1}{4}$ ) day per month for each full time employee will be credited to the sick leave bank.

2. Total sick leave bank accumulations shall not exceed eight hundred (800) days.

3. The Personnel Office shall maintain a record of contributions and withdrawals from the sick leave bank.

4. Employees are eligible to draw from the bank only after they have completed one continuous year of service.

5. Employees may claim days from the bank only after all their personal sick leave and up to four days of vacation are exhausted.

6. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under Workman's Compensation Claim.

7. No employee may claim more than sixty (60) days from the bank during a single fiscal year.

8. The minimum claim that may be made on the bank is four (4) days. No partial days may be withdrawn from the bank.

9. Upon presenting a claim to the sick leave bank, the employee or her designated representative must present a medical certificate signed by a licensed Medical Doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The College reserves the right to employ its own Medical Doctor to render an independent judgement. Claims validated as above will be honored for the total number of days which represent eighty (80) percent of the days of absence.

10. Child bearing is not considered to be an illness under the terms of this article.

11. This bank becomes effective on the date this contract is signed.

## **ARTICLE 14 MATERNITY LEAVE**

Upon written request, a female employee who is an expectant mother, adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted an unpaid leave of absence. If she desires to work during or beyond her seventh month of pregnancy she must present a certificate of physical fitness from her doctor. A new certificate shall be submitted at the beginning of the eighth month and each two weeks thereafter.



A maternity leave of absence shall be for a period of at least a year (or less at the employee's option).

By agreement between the employee and the College, the employee on maternity leave may return earlier, provided she makes written application at least 30 working days prior to the date she wishes to return.

If any employee on maternity leave of absence shall again become pregnant before the expiration of her leave of absence, she may apply for a new maternity leave of absence. This leave shall be granted but not to exceed one (1) year.

If any woman who has been granted a maternity leave of absence shall have lost her baby by reason of miscarriage, still-birth or death of the infant before the expiration of her leave of absence, the said employee shall be restored by the Board to a position in the same classification which she held when the maternity leave was granted when certified by her physician as being physically fit. Such restoration shall not become effective for at least sixty (60) days after delivery.

All sections of this Agreement relative to Maternity Leave apply to leave in the event of adoption of a child. However, the Board recognizes that the actual date of receiving the child to be adopted cannot be precisely foretold. The employee shall notify the Director of Personnel when she makes application for the child and shall make application for leave immediately upon her knowledge that she has been designated by the Agency to receive a child for adoption.

## **ARTICLE 15 LOUNGES**

The College shall provide faculty/staff lounges in the Administration, Liberal Arts, Science and Allied Health, Library, Business and Engineering Technology buildings on the main campus. These lounges will be equipped with suitable furniture, re-

frigerators and stoves or heating units. A similar lounge shall be included in the plans and specifications for the proposed Trenton Center and will be constructed providing necessary funds are available.

## **ARTICLE 16 SENIORITY**

1. Seniority is defined as an employee's total length of service with Trenton Junior College or Mercer County Community College beginning with her date of employment. Such seniority shall accumulate until there is a break in service.

2. A break in continuous service occurs when an employee resigns, is discharged or retires.

3. Where ability to perform work is equal, the person with the most seniority will be given preference when the Board finds it necessary to lay off employees or to recall laid off employees as well as in shift assignments and vacations.

## **ARTICLE 17 DUES DEDUCTION**

The Board agrees to honor each properly completed and signed Federation Continuing Dues Deduction Authorization form in accordance with the New Jersey Public Employees Dues Deduction Law N.J.S. 52:14-15.9e. A deduction will be made from an individual's gross pay each bi-weekly pay period, except for the last paycheck of any month in which there are three paydays, prorated according to the Payroll Deduction Schedule.

A member shall have a scheduled dues deduction made from any net compensation owed to the employee only if the amount is sufficient to cover, in full, the particular prorated authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform a full dues deduction will relieve the Board of its respons-

ibility to collect that amount from the member for the pay.

A Dues Deduction Authorization form may be received at any time. The Secretary Treasurer of the Federation shall notify the College of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

All dues collected by payroll deductions in the preceding month will be transmitted by College check and with any records of corrections or adjustments to the Federation Treasurer.

## **ARTICLE 18 RELEASE TIME FOR FEDERATION OFFICIALS**

One official of the Federation shall be granted release time from her duties to attend to Federation business. Such release time shall be granted for three hours per week during the last hour of the work day . . . Monday, Wednesday and Friday.

## **ARTICLE 19 LEAVE FOR UNION CONVENTIONS**

Leave of absence without loss of pay to attend conventions of the American Federation of Teachers, the New Jersey State AFL-CIO, and the New Jersey State Federation of Teachers, not exceeding three days in any one year per individual, nor two individuals per year, shall be granted to duly-elected representatives of the Federation. In any one year the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of more than six (6) days.

## **ARTICLE 20 HOLIDAYS**

The college shall schedule fourteen (14) paid holidays per fiscal year.

They are as follows:

Christmas Recess — Minimum 6 days.

Good Friday

Memorial Day

Independence Day

Labor Day

Yom Kippur

Thanksgiving Day

Thanksgiving Friday

14th day at Christmas,

or in conjunction with Independence Day.

In the event a specific holiday falls on a Sunday, the Monday following shall be observed as the holiday. In the event the holiday falls on a Saturday, the Friday before shall be observed as the holiday.

If the holiday occurs during a period when the employee is on authorized vacation or if it occurs on a day when the employee is not scheduled to work, the employee shall receive such day as compensatory time.

If the College is officially closed due to an emergency, employees will receive regular compensation for such day(s).

This article becomes effective on the date this contract is signed.

## **ARTICLE 21 TUITION WAIVER**

The College will waive tuition charges for all employees who pursue courses offered by the College, provided employees pursue such courses during their normal free time. Employees are not exempted from extraordinary fees paid by other students enrolled at the College.

## **ARTICLE 22 PUBLICATION OF AGREEMENT**

The College will pay for the duplication of this Agreement in sufficient quantities so that each employee in the bargaining unit may receive a copy, plus additional copies for distribution to employees hired during the term of the Agreement.

## **ARTICLE 23 AVAILABILITY OF OFFICE MACHINES**

The College will allow Federation members to use college typewriters, spirit duplication (DITTO), and standard adding machines, for legitimate Federation business providing all materials and supplies used in the operation of these machines are supplied by the Federation and clearly identified or labeled as such and such use does not interfere with college operations which shall always have priority and that employees operating such machines do so only during lunch hours or before or after their normal working hours.

The Federation shall reimburse the college at a rate of  $2\frac{1}{2}$ ¢ per copy for materials run on the AM5000.

## **ARTICLE 24 NEGOTIATING PROCEDURE**

Negotiations shall be held at times and places which are mutually agreeable to all parties concerned. When negotiations are held during the normal working hours of members of the Federation Negotiating Committee, they (limited to four employees) shall be granted time off with pay to attend these sessions.

## **ARTICLE 25 FEDERATION MEETINGS**

Rooms at the College may be used for legitimate Federation Meetings provided:

1. Arrangements are made in advance with appropriate college officials and college procedures are followed.

2. There is no interference with college operations.

No charge will be made for the use of rooms during the College's normal business day (hours when classes are in session; or, when classes are not in session from 8 to 5 on week days). However, the Federation will promptly reimburse the College for all necessary security, maintenance and custodial expenses incurred through off-hour use of such rooms.

The Federation accepts responsibility for maintaining the facilities in the condition in which they are received.

## **ARTICLE 26 WORKING CONDITIONS**

The Board agrees that it will do its utmost to comply with the Occupational Safety and Health Act Law and will provide each employee with a lockable file cabinet or desk.

## **ARTICLE 27 EMPLOYEE PROTECTION**

The members of the Federation shall be covered under New Jersey Statute 18A:16-6 and 18A 16-6.1 which in part reads as follows:

. . . Whenever any civil action has been or shall be brought against an employee for any act or omission arising out of and in the course of the duties of such employee, the Board shall defray all costs of defending such action, including counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and the Board may

arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.

In the event any criminal action is instituted against an employee for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse the employee for the cost of defending such proceeding, including counsel fees and expenses of the original hearing or trial and all appeals . . . . .

Employees will immediately report all incidents of personal or property damage to their immediate superior.

No employee shall be required to work alone in the Accounting Office or Bookstore. No other employee shall be required to work after normal working hours unless other College personnel are in the immediate vicinity.

A periodic security check shall be made in areas of the College where money is processed.

## **ARTICLE 28 MEDICAL INSURANCE**

The College shall pay the full premium to provide Blue Cross/Blue Shield, including Rider J, and Major Medical Health Insurance for employees and their eligible dependents under the rules and regulations of the New Jersey State Health Benefits Program.

## **ARTICLE 29 BULLETIN BOARD**

The Board shall provide a bulletin board for the exclusive use of the Federation in the Faculty/Staff Lounges in the Administration, Library and Liberal Arts buildings on the main campus and the reception/office area on the main floor of the Kelsey Building. A similar bulletin board will be provided in any Faculty/Staff Lounge included in the Trenton Center when this is constructed.

## **ARTICLE 30 DISTRIBUTION OF LITERATURE**

The Federation has the right to distribute material dealing with legitimate Federation business to its membership providing this does not interfere with college operations or the assigned duties of employees.

The Federation may use interoffice mail facilities for distribution to its membership of materials dealing with legitimate Federation business providing this does not interfere with college operations or the assigned duties of employees.

## **ARTICLE 31 AVAILABILITY OF PUBLIC INFORMATION**

The Board shall, in response to a reasonable request, make available to the Union, registers of personnel in the unit and agendas and minutes of Public Board Meetings.

The Board shall furnish data to the Union as needed for processing grievances or collective negotiations.

## **ARTICLE 32 TERMINATION**

In the event an employee is to be discharged, the College shall give two (2) weeks notice, unless the employee has been involved in gross misconduct.

Before any notification of discharge for lack of performance, the employee shall receive notice of such unsatisfactory performance and shall be offered assistance to improve his/her performance.

No employee shall be suspended, discharged or separated from employment unless an informal conference has been held by an appropriate administrator with the employee and a union representative. At the informal conference, the administrator shall state reasons why the action is fair and just. The employee shall be given an opportunity to respond.



## **ARTICLE 33 VACANT AND NEW POSITIONS**

Notice of vacant and new positions shall be prepared by the Personnel Office as soon as these are known and copies given to the Federation for posting on the Federation bulletin board. This will occur no later than two weeks prior to filling such position. Each notice shall clearly state qualifications, requirements, duties, salary range, and other pertinent information.

The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position to be filled.

## **ARTICLE 34 EVALUATIONS**

All employees shall be evaluated by their supervisor at least twice a year. Such evaluation shall be discussed with the employee and a copy of the evaluation given to the employee and any recommendations by the supervisor shall also be noted. The employee shall have the opportunity to respond in writing to any evaluation. The employee shall sign the evaluation, however, the employee's signature should not necessarily mean concurrence with the evaluation.

All employees shall have access to their personnel file. The College shall provide the employee within three (3) days with copies of all material placed in their personnel file.

## **ARTICLE 35 GRIEVANCE PROCEDURE**

### *1. Definition*

A. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement.

B. As used in this article, the term "employee"

shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Federation (steps 2 and 3 and arbitration).

## *2. Procedure — Informal*

When an employee feels he/she has the basis for a grievance, the employee either directly or accompanied by her steward, will present the grievance to her supervisor. Within two (2) working days after presentation of grievance, the supervisor shall give his answer orally to the employee.

### *Step One*

A. A grievance must be filed within thirty (30) working days from the date when the act which is the subject of the grievance occurred or thirty (30) working days from the date on which the employee should reasonably have known of its occurrence. It shall be stated in writing, signed by the grievant and lodged with the supervisor.

B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, misinterpreted or misapplied, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested.

C. Within five (5) work days after receiving the grievance, the supervisor shall communicate his answer in writing to the grievant.

### *Step Two*

A. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of Supervisor's answer, appeal to the Director of Personnel via a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Supervisor involved at the same time.

B. No later than ten (10) working days after receipt of a request for appeal from Step 1, the Director of Personnel or his designee shall hold a hear-

ing on the grievance.

C. The Director of Personnel or his designee shall give an answer in writing no later than ten (10) working days after the hearing.

### *Step Three*

A. Within fifteen (15) work days after receiving the decision of the Director of Personnel an appeal from the decision may be made to the President. It shall be in writing and accompanied by a copy of the decision at Step 2.

B. No later than fifteen (15) work days after receiving the appeal, the President or his representative shall hold a hearing on the grievance. All those included in Step 2 shall have a right to participate in this Step.

C. Within fifteen (15) work days after the hearing, the President or his representative shall communicate his decision in writing.

### *3. Appearance and Representation*

A. It is expected that meetings will be conducted outside of working hours and at a place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as the individual aggrieved employee or employees, the appropriate Federation representatives, an employee of the aggrieved employee's own choice if desired, and qualified witnesses. In the event meetings are held during school time, none of the persons in the employ of the Board proper to be present shall suffer any loss of pay.

B. The Board and the Federation are responsible for the payment of their own noncollege employed representatives and witnesses involved in any grievance meeting.

C. If the grievance arises from an action of authority higher than the Supervisor or an individual other than the supervisor, the employee may present such grievance at Step 2 or Step 3 of this procedure,

whichever is applicable. In the event that an individual employee(s) does not wish to continue the procedure, the Federation has the right to continue the grievance at the next step.

D. The Federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

#### *4. Time Limits*

A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the College's answer at the previous step.

#### *5. Arbitration*

A. Within twenty (20) working days after receipt of the decision of the President or his representative, the Federation or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

#### *B. Powers of the Arbitrator*

It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation (including questions of compensatory awards) of the specific articles and sections of this Agreement.

(1) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) The decision of the arbitrator shall be advisory.

C. The fees and expenses of the arbitrator shall be shared equally by the Board and Federation. All other expenses shall be borne by the party incurring them.

D. He shall render his decision, in writing, within twenty (20) days of hearing the dispute.

E. Only grievances for events occurring after the date of the ratification by the Union may be processed.

### **ARTICLE 36 LETTERS OF RECOMMENDATION**

When an employee requests in writing a letter of recommendation from her immediate superior, the individual to whom the request is made shall be required to prepare and transmit such a letter of recommendation within a reasonable time but no later than one (1) week after the request is made. The employee shall be given, in writing, the date on which the letter of recommendation was written and mailed.

### **ARTICLE 37 LEAVE OF ABSENCE WITHOUT PAY**

An employee may be granted a leave of absence which in no case shall exceed forty (40) working days or be granted to employees who intend to or do pursue other employment.

### **ARTICLE 38 STATEMENT OF LEAVE TIME**

Each employee shall be given a statement which reflects all of their accumulated leave. This statement shall be issued twice a year during the months of November and May.

## **ARTICLE 39 REGISTRATION**

All employees working beyond 5:00 p.m. during registration shall be provided with at least one half hour duty-free lunch and at least one half hour duty-free dinner period. A food allowance shall be provided to each employee in the amount of \$2.50 for those who work two hours or more of overtime during the two main days of registration that occur once each Fall and Spring.

## **ARTICLE 40 CONFORMITY TO LAW CLAUSE**

This agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Federation and the employees in the Bargaining unit, and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this agreement shall continue in effect.

## **ARTICLE 41 SALARY**

### *A. Classifications:*

#### **GROUP A**

**Minimum/Maximum Salaries — \$4850-\$6250**

Messenger Driver  
Registrar Clerk  
Admissions Clerk  
Library Clerk  
Administrative Typist  
Mail/Duplicating Clerk

## **GROUP B**

**Minimum/Maximum Salaries — \$5350-\$7250**

Switchboard Receptionist  
General Secretary — (Includes present Bookstore Admin. Secretary)  
Counseling Secretary  
Bookstore Clerk — (Previous Cashier)  
Keypunch Operator  
Bookkeeper — (Includes present Accounting Clerk & Clerk Bookkeeper)  
Department Secretary  
Film & Media Materials Specialist  
Library Keypunch Operator/Clerk

## **GROUP C**

**Minimum/Maximum Salaries — \$6050-\$8250**

Administrative Secretary — (Includes present Admin. Secretary II and Academic Secretary)  
Senior Registrar Clerk  
Bookstore Receiving Clerk  
Sr. Keypunch Operator  
Sr. Bookkeeper  
Financial Aid Assistant

## **GROUP D**

**Minimum/Maximum Salaries — \$7050-\$9250**

Sr. Administrative Secretary — (Includes present Purchasing Admin. Sec.)  
Computer Operator  
Principal Bookkeeper  
Public Affairs Assistant  
Programmer  
Recorder

**B. Annual Salary Increases Within Salary Ranges:**

<b>RANGE</b>	<b>RETROACTIVE TO JULY 1, 1972</b>	<b>EFFECTIVE JULY 1, 1973</b>
<b>A</b>	<b>\$325</b>	<b>\$325</b>
<b>B</b>	<b>\$375</b>	<b>\$375</b>
<b>C</b>	<b>\$400</b>	<b>\$400</b>
<b>D</b>	<b>\$450</b>	<b>\$450</b>

C. Employees who are below the minimum salary for their respective ranges after receiving the July 1, 1972 increases shall receive an additional increase, retroactive to July 1, 1972, in an amount which will bring them to the minimum annual salary for their respective ranges.

D. Present employees who entered the service of the college after July 1, 1972 shall only receive the annual salary increases effective July 1, 1973. New employees (those employed after this contract is ratified) shall only receive a share of the July 1, 1973 increase prorated by their months of service during the previous fiscal years.

E. Prorated portions of annual salaries will be paid by check every other week in accordance with a published pay date schedule. There shall be no payroll advances other than for authorized vacation period.

F. All employees in Range B shall receive the full annual increase for July 1, 1972, regardless of the maximum in that range.

**ARTICLE 42 MATTERS NOT COVERED**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the



time they negotiated, executed and ratified this Agreement. The parties are cognizant of the public policy as enunciated in C34:13A-5.3.

### **ARTICLE 43 PROBATIONARY PERIOD**

The first forty-five (45) days of employment is an evaluation period for the supervisor and the employee. During this period, the employee may be terminated at any time.

Employees who are promoted are subject to a forty-five (45) day probationary period. During this period an employee may be returned to his/her original position at any time.

### **ARTICLE 44 NO STRIKE CLAUSE**

The parties agree that differences between the parties shall be settled by peaceful means as provided in this agreement. The Union in consideration of the value of this agreement in terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement for the duration of this agreement.

### **ARTICLE 45 BOARD RIGHTS**

The Union recognizes the perogatives of the Board to operate and manage its affairs. The Board retains and reserves to itself and its appointed management and administrative personnel all rights, obligations, powers, authorities, conferred on it by local, state and federal law. The exercise of the above rights shall be limited only by the specific and express terms of this agreement.

## **ARTICLE 46 MEMO OF AGREEMENT**

### **ABILITY TO OFFER MERIT INCREASES**

The Board should submit a plan for awarding Merit Increases for consideration by the Union.

The plan should include the objectives, criteria for Merit Increases, method of implementation, forms and procedures to be used and any other aspects required to make the plan operational.

If after consultation between the parties, agreement is reached, the agreed upon plan shall be included in the agreement.

### **CLARIFICATION OF RETROACTIVE PAY**

Any retroactive pay due employees shall be paid within twenty-four hours of ratification by both parties.

### **JOB DESCRIPTIONS**

It is agreed that for mutual benefits a joint study committee be formed for the purpose of preparing up-to-date job descriptions for all jobs covered in the unit.

The committee shall consist of three representatives from each side with the chairman being selected from the administration members. The committee shall function in accordance with the Roberts Rules of Order.

**ARTICLE 47 EFFECTIVE DATE OF THE AGREEMENT**

This agreement shall be effective July 1, 1972, and it is also agreed that certain articles shall commence as agreed in the articles.

Until ratification by both parties of this agreement, all grievances shall be processed in accordance with the procedure in existence prior to July 1, 1972.

**MARCH 21, 1973**

**Mercer County Community College**

/s/ RICHARD K. GREENFIELD, President

Attest: /s/ JAMES J. FREDA

**Local 2319 — American Federation of Teachers (AFL-CIO)**

/s/ DOROTHY B. KODYTEK, President

Attest: /s/ MARY ANN HOWARD

## **BACK TO WORK AGREEMENT**

The College agrees there shall be no reprisals against any individual including but not limited to officers, members, or Local 2319 by reason of the events of January 24, 1973 thru this date.

Both parties agree to drop all charges, civil or otherwise, and void any bills charged to individuals by reason or events of January 24, 1973 thru this date.

All employees shall be returned to their former positions without loss of seniority or benefits and it is further agreed, for the purpose of pension and hospitalization, that there has been no break in employment between January 24, 1973 and March 6, 1973.

March 21, 1973

/s/ RICHARD K. GREENFIELD, President

Attest: /s/ JAMES J. FREDA

/s/ DOROTHY B. KODYTEK, President

Attest: /s/ MARY ANN HOWARD

**MERCER COUNTY COMMUNITY COLLEGE  
FEDERATION OF SECRETARIAL, CLERICAL  
AND TECHNICAL EMPLOYEES**

**AFT, AFL-CIO**

1200 Old Trenton Road  
POST OFFICE BOX B  
Trenton, N.J. 08690

**AUTHORIZATION FOR DEDUCTION OF DUES FROM SALARY**

Employee # .....

Mr., Mrs.

Miss .....

**(Print first and last name)**

Home

Address .....

**(City)**

Home

Phone ..... Zip Code .....

I hereby authorize Mercer County Community College Payroll Office to deduct from my salary and remit to the Mercer County Community College Federation of Secretarial, Clerical and Technical Employees, an amount sufficient to provide for regular payment of the membership dues as are now or may hereafter be fixed by the by-laws of the Mercer County Community College Federation of Secretarial, Clerical and Technical Employees, in equal payments over the remainder of this school year and for succeeding school years. I understand that the Mercer County Community College Payroll Office will discontinue such deductions for any school year only if I notify the Mercer County Com-

munity College Federation of Secretarial, Clerical and Technical Employees in writing to do so by January 1 or July 1 of that year. I also agree upon termination of employment, Mercer County Community College shall deduct any remaining amount due through the next January 1 or July 1. I hereby waive all rights to any claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Mercer County Community College Federation of Secretarial, Clerical and Technical Employees and Mercer County Community College and all of their officers from liability therefor.

**Signature In Ink** .....

**Date** .....