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A G R E E M E N T

between

MERCER COUNTY COMMUNITY COLLEGE

and

MCCC FEDERATION OF

SECRETARIAL, CLERICAL &

TECHNICAL EMPLOYEES, LOCAL 2319

AFT, AFL-CIO



July 1, 1979 - June 30, 1981



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ARTICLE I

RECOGNITION

The Board hereby recognizes the Federation as the exclusive collective negotiations 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:

Administrative Secretary
Administrative Secretary II
Administrative Typist
Bookkeeper
Bookstore Clerk
Bookstore Clerk
Bookstore Receiving Clerk
Computer Operator
Film & Media Materials Specialist
Financial Aid Assistant
General Secretary
Keypunch Operator
Library Clerk
Library Keypunch Operator/Clerk
Mail/Duplicating Clerk
Microfilm Clerk
Offset Operator
Principal Bookkeeper
Programmer
Publications Assistant
Purchasing Assistant
Recorder
Records Clerk I
Records Clerk II
Senior Administrative Secretary
Senior Bookkeeper
Senior Bookkeeper II
Senior Bookstore Clerk
Senior Keypunch Operator
Senior Records Clerk
Senior Switchboard Receptionist
Senior Word Processor
Switchboard Receptionist
Work Processor

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

President's Office
Executive Assitant to the President
Dean of Administrative Services
Director of Personnel Services & Labor Pelations

ARTICLE 2

DEFINITIONS

The term "Federation" as used in this document shall refer to Mercer County Community College Federation of Secretarial, Clerical & Technical Employees, Local 2319, 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, 1979 and shall expire June 30, 1981.

ARTICLE 4

NON-DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees represented by this unit. The Federation and College agree there shall not be any discrimination as to age, sex, marital status, race, color, religion, creed, national origin, political affiliation, draft status, or union membership.

ARTICLE 5

GRIEVANCE PROCEDURE

1. Definition

- 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 arbitration).

2. Procedure Informal

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

ARTICLE 6

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 7

SUMMER HOURS

Each year the work day shall be reduced by one (1) hour commencing the first work day after July 4th and continuing until Labor Day. The summer lunch period shall be reduced one-half hour.

ARTICLE 8

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 regular 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 9

REST PERIOD & LOUNGES

Each employee is entitled to one (1) fifteen (15) minute rest period per day exclusive of the period between July 4, 1980 and Labor Day 1980. Any employee working three (3) or more hours beyond the normal work day shall be entitled to one (1) additional fifteen (15) minute rest period.

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, including couches, refrigerators and stoves or heating units.

A Faculty/Staff area shall be provided in the James Kerney Campus.

ARTICLE 10

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 the employee receives for such duty.

ARTICLE 11

VACATION LEAVE

Vacation leave shall be taken during the calendar year. When the scheduling of vacation leave becomes a problem, seniority will prevail. Under special circumstances a written request for vacation leave may be made by the employee to permit vacation accumulation into the following calendar year. Any such request shall not be unreasonably denied and must have approval of the Director of Personnel Services.

In the first year of service, employees shall be eligible for eleven (11) working days of vacation after ten (10) months of service. If service is more than five (5) months, but less than ten (10) months during the first year of employment, the paid vacation shall consist of six (6) working days. If the service totals less than five (5) months

during the first year, then there shall be no paid vacation. If five months have been worked, but there is not sufficient time left in the calendar year, employee should be given one month in which to take his six days vacation.

After five (5) continuous years of full time employment, paid vacation leave shall consist of sixteen (16) working days per year.

After ten (10) continuous years of full-time employment, paid vacation leave shall consist of twenty (20) working days per year.

ARTICLE 12

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
days

Parent, spouse, child, or guardian. 5
days

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

ARTICLE 13

PERSONAL DAYS

Employees are entitled to three (3) days per fiscal year of non-cumulative paid leave of absence to attend to personal business. This leave shall not be taken unless twenty-four hour notice is given to the employee's supervisor except that in cases of emergency, the employee shall notify the supervisor within the starting hour.

ARTICLE 14

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 reasons 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 (i.e. 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 as warranted under special circumstances.
4. In case of leave of absence due to exposure to contagious disease, a certificate from a licensed physician shall be required.
5. If an employee is absent, his/her supervisor or his/her designee if supervisor is unavailable shall be notified within one (1) hour of their starting time.
6. The College may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health of other employees.

ARTICLE 15

SICK LEAVE BANK

1. One quarter (1/4) day per month for each 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 may claim days from the bank only after all their personal sick leave, vacation and personal days are exhausted save a proportion of one year's allotment of vacation leave prorated according to the time remaining in the calendar year.
5. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under Worker's Compensation Claim.
6. No employee may claim more than sixty (60) days from the bank during any fiscal year. Once an employee through one illness or a combination of illnesses has used a total of sixty (60) days during any twelve month period, he or she is not eligible for further withdrawals from the bank for a period of twelve months of continuous service.
7. An employee who has at least one continuous year of service with the College may present a claim only in cases of absences which involve a minimum of five (5) consecutive working days beyond those days covered in No. 4 above. No partial days may be claimed.
8. Upon presenting a claim to the sick leave bank, the employee or his designed 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 for those who have over three (3) years of continuous service, sixty (60) percent for those who have at least two (2) but less than three (3) years of continuous service and forty (40) percent for those who have at least one(1) but less than two (2) years of continuous service.
9. Child bearing is considered to be an illness under the terms of this article, within the limitations of section 8 above.

ARTICLE 16

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 one 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. The employee returning from maternity leave shall be reinstated in her original position or a position with like status and pay without loss of seniority or accrued benefits. Any employee on maternity leave who does not return to employment at the conclusion of her leave shall be terminated.

The College shall have the right to employ a temporary employee during any period of maternity leave. Any vacancy which results from an employee on maternity leave advising the College in writing that she does not wish to return to employment with the College shall be posted according to the agreement.

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 the baby by reason of miscarriage, stillbirth or death of the infant before the expiration of her leave of absence, the said employee shall be reinstated by the Board to her original position or a position with like status and pay without loss of seniority or accrued benefits, when certified by her physician as being physically fit. Such restoration shall not become effective for at least thirty days after delivery.

All sections of this Agreement relative to Maternity Leave apply to leave in the event of adoption of a child under the age of six. However, the Board recognizes that the actual date of receiving the child to be adopted cannot be precisely pretold. 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 17

PARKING PRIVILEGES

The College will provide a parking space in the existing Faculty/ Staff Parking areas.

ARTICLE 18

SENIORITY

1. Seniority is defined as an employee's full-time service with Trenton Junior College and Mercer County Community College beginning with his/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 full-time employee with the most seniority will be given preference when the Board finds it necessary to lay off employees or recall laid off employees as well as in shift assignments and vacations. In the event of lay-off, part-time employees will be released before full-time employees.

ARTICLE 19

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 - 15.9c. A deduction will be made from an individual's gross pay each bi-weekly pay period, except for the first paycheck of any month in which there are three paydays, prorated according to the payroll distribution 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 responsibilities to collect that amount from the member for the pay.

A Dues Deduction Authorization form may be received at any time. The Treasurer or President 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 20

RELEASE TIME FOR FEDERATION OFFICIAL

One official of the Federation shall be granted release time from his/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.

In case of emergency relating to the Federation, the Federation President or her/his designee shall contact the Director of Personnel or his/her designee to obtain approval to leave her/his work station to deal with the emergency.

ARTICLE 21

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 four (4) 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 seven (7) days.

ARTICLE 22

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
Thanksgiving Day
Thanksgiving Friday
A floating holiday
14th day in conjunction with Christmas, Independence Day or Spring Recess.

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).

ARTICLE 23

TUITION WAIVER

Employees, spouses, dependent children (as defined under the provisions of the Internal Revenue Service code) and retired employees will be permitted to take credit courses offered by the College without tuition charge. Employees must attend such courses during their normal free time except in the Office of Registration and Student Records where the maximum number of employees who may attend credit courses during any semester or summer session is four. This maximum may be extended at the discretion of the supervisor.

Employees, spouses, retired employees, and/or dependents are not exempt from extraordinary fees (e.g. Flight) paid by other students enrolled at the College. Each employee, retired employee, spouse, and/or dependent must complete a form provided by the College establishing eligibility under this Article prior to Registration for enrollment in credit courses as described above.

Unit employees who wish to take credit by examination and/or credit by experience will pay a fee of \$12.50.

ARTICLE 24

PUBLICATION OF AGREEMENT

The Personnel Department shall give copies of this agreement to all employees covered by the Unit within five (5) working days of employment.

A copy of the letter of appointment for all new employees covered by this Unit will be sent to the Federation within five (5) working days of the date of employment.

ARTICLE 25

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 labelled 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 2-1/2¢ per copy for materials run on the college office copy machines.

ARTICLE 26

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.

All negotiation sessions shall commence at 4:00 p.m. or as otherwise scheduled.

ARTICLE 27

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 available rooms at the College's facilities. However, the Federation will promptly reimburse the College for all necessary security, maintenance and custodial expenses incurred through off-hour use of such rooms (after 10:00 p.m. to 8:00 a.m. as well as Saturday, Sunday and Holidays).

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

ARTICLE 28

HEALTH AND SAFETY

The Board agrees that it will do its utmost to comply with the OSHA law. Each employee shall be provided with a lockable file cabinet or desk that is accessible to the employee and a duly authorized agent.

The College will endeavor to insure as much as possible that no employee will be required to work under conditions that are hazardous to their health or safety, and when a hazardous condition exists that affects the health and safety of an employee, an officer of the Federation will inform the Dean of Administrative Services or his designee who will attempt to alleviate the problem.

ARTICLE 29

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 persons 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 proceedings, 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 30

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.

The College agrees to provide for all employees covered by this Agreement a \$1.00 co-payment Prescription Drug Program (exclusive of contraceptives) in conjunction with Blue Cross/Blue Shield and the New Jersey Health Benefits Program.

The College shall provide a dental care program which shall be administered by the College and which shall provide benefits to employees and their eligible dependents. There shall be only one opportunity for each eligible employee to enroll and elect the type of coverage desired, and once enrolled, continued participation shall be mandatory for the duration of this Agreement. The College contribution for this program shall not exceed \$190 per employee in the contract year 1979-80 and \$200 per employee in the contract year 1980-81.

ARTICLE 31

BULLETIN BOARDS

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 and in the Student Center on the main campus.

A similar bulletin board will be provided in the 1st floor office work area at the James Kerney Campus.

ARTICLE 32

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 inter-office mail facilities for distribution to its membership of materials dealing with legitimate Federation business, providing this does not interfere with College operations of the assigned duties of employees.

ARTICLE 33

AVAILABILITY OF PUBLIC INFORMATION

The Board will make available to the Federation agendas, minutes and attachments of Public Board meetings.

The Board will make available to the Federation in a reasonable time the register of personnel in the unit (a maximum of 6 times per year upon request).

The Board shall furnish upon written request data covered under the "New Jersey Sunshine Law" to the Federation generally within five (5) working days.

ARTICLE 34

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.

The employee shall receive notice of unsatisfactory performance and shall be offered assistance to improve his/her performance before any notification of discharge for lack of 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 except in cases of discharge for gross misconduct. 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. Notice of informal conference shall be given in writing to the employee and the Federation one week in advance.

ARTICLE 35

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 President for posting on the Federation bulletin boards. 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. Permanent employees shall not be tested for vacant or new positions except for those proficiencies or job functions that are different from his/her present position.

The competitive standards set forth by the College shall be equitably applied to all candidates. The Federation is agreeable to any upgrading of a position within the unit at any time.

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 regardless of age, sex, marital status, race, color, religion, creed, national origin, political affiliation, draft status or union membership. Interviews of qualified employees will not be denied.

ARTICLE 36

EVALUATION

All employees shall be evaluated by their supervisor at least once 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 receive a copy of any comments made by his/her division head in response to the supervisor's evaluation. The employee shall have the opportunity to meet with the division head if he/she so desires. The employee shall have the opportunity to respond in writing to any evaluation. Any such response shall be placed in the employee's personnel file. 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. A representative of the Federation may, at the employee's request, accompany said person while he/she reviews his/her file. The College shall provide the employee within three (3) days with copies of all material placed in his/her personnel file.

The Federation shall recommend a new evaluation form to be used in the evaluation of unit members.

ARTICLE 37

CREDIT UNION PAYROLL DEDUCTIONS

The Board agrees, upon request, to deduct from any employee's salary, credit union payments. The amounts to be specified by the employee in writing. The Board will not participate in administration of said credit union. Money from such deductions shall be forwarded to the credit union within five (5) working days after each pay date by the College.

Savings bonds shall be available to be purchased by Federation employees. Deductions will be made for the cost of a full savings bond or for one-third (1/3) of the cost of a full bond for each pay.

ARTICLE 38

LEAVE OF ABSENCE WITHOUT PAY

An employee may be granted a leave of absence which in no case shall exceed sixty (60) working days or be granted to employees who intend to or do pursue other employment.

ARTICLE 39

STATEMENT OF LEAVE TIME

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

ARTICLE 40

REGISTRATION

All employees working beyond the normal work day during Registration shall be provided with at least one-half (1/2) hour duty free lunch and at least one-half (1/2) hour duty free dinner. A \$3.00 food allowance shall be provided to each unit employee who works two (2) or more hours of overtime during all scheduled Registrations.

ARTICLE 41

SALARY

CLASSIFICATIONS

1979-1980

1980-1981

GROUP A

Min./Max. Salaries:	\$ 7,000 - \$ 8,907	\$ 7,420 - \$ 9,620
Administrative Typist		
Library Clerk		
Mail/Duplicating Clerk		
Records Clerk I		

GROUP B

Min./Max. Salaries:	\$ 7,432 - \$ 10,328	\$ 7,878 - \$ 11,154
Bookkeeper		
Bookstore Clerk		
General Secretary		
Keypunch Operator		
Library Keypunch Operator/Clerk		
Microfilm Clerk		
Records Clerk II		
Switchboard Receptionist		

GROUP C

Min./Max. Salaries:	\$ 8,403 - \$ 11,755	\$ 8,907 - \$ 12,695
Administrative Secretary		
Bookstore Receiving Clerk		
Film & Media Materials Specialist		
Financial Aid Assistant		
Offset Operator		
Senior Bookkeeper		
Senior Bookstore Clerk		
Senior Keypunch Operator		
Senior Records Clerk		
Senior Switchboard Receptionist		
Word Processor		

GROUP D

Min./Max. Salaries:	\$ 9,002 - \$ 12,603	\$ 9,542 - \$ 13,611
Administrative Secretary II		
Senior Bookkeeper II		

GROUP E

Min./Max. Salaries: \$ 9,790 - \$ 13,599 \$ 10,377 - \$ 14,687
Principal Bookkeeper
Publications Assistant
Recorder
Senior Administrative Secretary
Senior Word Processor

GROUP F

Min./Max. Salaries: \$ 11,052 - \$ 14,884 \$ 11,715 - \$ 16,075
Computer Operator
Programmer
Purchasing Assistant

A 7.25% increase shall be applied to the annual salary paid to employees in the unit as of June 30, 1979.

This annual salary shall be effective July 1, 1979 and will remain in effect until June 30, 1980.

Those members of the unit employed after July 1, 1978 shall only receive a share of the annual salary increase prorated by their months of service in the 1978-79 fiscal year.

Effective July 1, 1980, the employees of the unit shall receive an 8% salary increase.

Those members of the unit employed after July 1, 1979 shall only receive a share of the annual salary increase prorated by their months of service in the 1979-80 fiscal year.

Maximum salaries for particular ranges shall not be exceeded, exclusive of any longevity payment as defined in the longevity paragraph below. Prorated portions of the 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 periods.

LONGEVITY

Those members of the unit who have completed five (5) years of continuous service shall have \$200.00 added to their gross annual pay, commencing with the first day of the first full pay period following said anniversary of hire, and for completion of each additional five (5) years of service calculated in the same manner, using employee anniversary dates shall be added to their gross annual pay an additional \$200.00.

SUPPLEMENTAL PAY FOR TEMPORARY ASSIGNMENTS

When the College elects to transfer an employee from a lower classification to a higher classification within the unit for a period of twenty-five (25) calendar days, the employee shall be paid at least the minimum of the higher classification. If the College transfers an employee to a lower classification, he shall be paid at least the rate of the classification from which he was transferred. No reduction in salary shall occur as a result of the transfer.

ARTICLE 42

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 judgment 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 43

PROBATIONARY PERIOD

The first forty-five (45) work days of employment are 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) work day probationary period. During this period an employee may be returned to his/her original position at any time and the reason given by the immediate supervisor. The probationary employee should be informed of his or her progress during the probationary period.

ARTICLE 44

MANAGEMENT-UNION CONFERENCES

Representatives of the College and the Federation may confer at any time if it is mutually agreeable to consider matters of general interest or concern, other than grievances. Such conferences shall take place at a mutually convenient time and place and may be attended by no more than two (2) union representatives employed by the College who shall not lose pay for time spent during their regular working hours at such conferences. Such conferences may be attended by national representatives, and state representatives of the union.

ARTICLE 45

SEVERANCE PAY

Employees shall be compensated in cash for one-third (1/3) of accumulated unused sick leave when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee.

The amount of payment for the one-third (1/3) unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceeding the employee's separation.

ARTICLE 46

MATTERS NOT COVERED

This agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 303 PL 1968 and Chapter 123 PL 1975.

ARTICLE 47

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. The College in consideration of the value of this Agreement in terms and conditions will not engage in, instigate or cause any lockout.

ARTICLE 48

BOARD RIGHTS

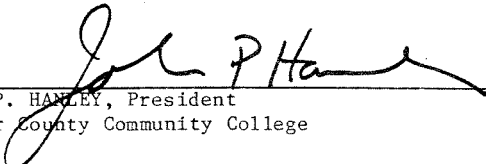
The Union recognizes the prerogatives of the Board to operate and manage its affairs. The Board retains and reserves to itself and its appointed management and administrative personnel all rights, obligations, powers, authorities, conferred on it by local, state and federal law. The exercise of the above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

ARTICLE 49

AGENCY SHOP

The College will abide by the provisions of any agency shop legislation that is passed by the New Jersey legislature during the term of this agreement.

This Agreement has been duly ratified by the Mercer County Community College Federation of Secretaries, Clerical & Technical Employees, Local 2319, AFT, AFL-CIO and by the Board of Trustees of Mercer County Community College on September 13, 1979.

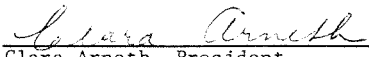


JOHN P. HANLEY, President
Mercer County Community College

ATTEST:

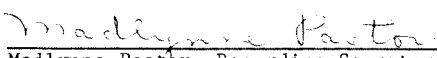


M.C. KEITH JONES, JR., Director of
Personnel Services & Labor Relations
Mercer County Community College



Clara Arneth, President
MCCC Federation of Secretarial, Clerical & Technical
Employees, Local 2319, AFT, AFL-CIO

ATTEST:



Madlyne Pastor, Recording Secretary
MCCC Federation of Secretarial, Clerical & Technical
Employees, Local 2319, AFT, AFL-CIO