

A G R E E M E N T

between

MERCER COUNTY COMMUNITY COLLEGE

and

LOCAL 2473 OF

THE AMERICAN FEDERATION

OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES

AFL-CIO

1980-1983

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Effective July 1, 1980

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ARTICLE I

RECOGNITION

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its Custodial, Maintenance, Food Service and Security employees excluding Maintenance Supervisors, Security Supervisors and all other Supervisors as defined in the PL 303.

The employer and the Union may include additional classifications upon mutual agreement and they will be made a part of this Agreement.

ARTICLE II

DUES DEDUCTION

The Board agrees to honor each properly completed and signed AFSCME 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 pay check of any month in which there are three (3) paydays prorated according to the Payroll Deduction Schedule.

A member shall have a schedule of 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 responsibility to collect that amount from the member for that pay.

Upon termination of employment, a final dues deduction not to exceed the regularly scheduled amount shall be made from the last pay owed the individual. The College shall have no obligation to collect or transmit monies to AFSCME for unpaid dues of any current fiscal year.

A Dues Deduction Authorization Form, which may be received at any time, will be considered valid for the term of this Agreement. The Secretary-Treasurer of the Union shall notify the College of any change in the amount of dues to be deducted thirty days (30) 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 Treasurer of AFSCME on the regular workday closest to the fifteenth of the next succeeding month.

The Board agrees to be wholly responsible for the security of all

funds withheld as dues deductions during any month until the monies have been transmitted to the Treasurer of AFSCME.

### ARTICLE III

#### CALL-IN-TIME

Any employee who is requested and returns to work during periods other than his/her regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay at an overtime rate, regardless of the number of hours actually worked.

If the employee's call-in-time work assignment and his regular shift overlap, he shall be paid time and one-half for the first two hours of work. Thereafter, for the balance of his regular work shift, he shall be paid at the appropriate rate.

Whenever it is necessary to temporarily replace an individual who holds the title of Officer who is absent because of illness for all or part of a day, an individual who holds the title of Officer shall be employed.

Whenever it is necessary to temporarily replace an individual who holds the title of Guard who is absent because of illness for all or part of a day, an individual who holds the title of Guard shall be employed.

ARTICLE IV

PAY SCALES OR RATES OF PAY

1. The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached. These pay scales will not be changed unless by mutual consent of both parties.

2. Any employee who works above his classification in the categories of Security Officer, Custodial Team Leader, Senior Maintenance Specialist or Maintenance Specialist when the individuals normally filling these positions are absent for at least three (3) hours, shall receive the higher rate of pay for such work.

3. Salaries will be paid by check on a bi-weekly basis in accordance with the payroll distribution schedule.

4. Under no circumstances will the College make payroll advances other than for vacation periods.

ARTICLE V

SICK LEAVE BANK

1. The Board will contribute to the sick leave bank one quarter (1/4) day per month for each full time employee.

2. Total sick leave bank accumulations shall not exceed seven hundred (700) days.

3. The Personnel Office shall maintain a record of contributions and withdrawals from the sick leave bank and forward a report to the Union at least twice a year.

4. Employees may claim days from the bank only after all their personal sick leave, vacation and personal days are exhausted.

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 calendar year. Once an employee has used a total of sixty (60) days during any twelve (12) month period, he or she is not eligible for further withdrawals from the bank for a period of twelve (12) months of continuous service.



7. An employee 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 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 represents eighty (80) percent of the days of absence for those who have over two (2) years of continuous service, sixty (60) percent for those who have at least one (1) but less than two (2) years of continuous service, forty (40) percent for those who have at least six (6) months but less than one (1) year of continuous service.

9. Childbearing is considered to be an illness under the terms of this article, within the limitation of Section 8 above.

10. Over and above the provisions of Section 6 of this Article but consistent with the requirements stated in Section 4, an employee suffering from a terminal illness who has completed seven (7) consecutive years of service may present a claim to the sick leave bank for fifty (50) percent of the days of absence for a maximum of twenty (20) weeks. Such claims must be documented by the submission of a medical certificate signed by a licensed medical doctor indicating the nature and prognosis of the illness.

ARTICLE VI

SENIORITY

1. Seniority is defined as an employee's total length of service with the College beginning with their date of hire. Such seniority shall accumulate until there is a break in service.

2. An employee shall be considered to have job classification seniority upon successful completion of a probationary period for that job as of the date of employment or permanent promotion to that job. Job classification seniority shall accumulate until there is a break in service.

3. A break in continuous service occurs when an employee resigns, is discharged for cause or retires. Seniority shall continue upon layoff for a period of one (1) year not to exceed the period of employment.

4. For the purposes of layoff and recall, the President and two Shop Stewards, shall be granted top seniority during their terms of office, provided that they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the College with a list of names of these persons holding the positions described as being granted top seniority and will keep the list current.

5. Where ability to perform work and seniority are equal, the person with the most seniority shall be given preference in promotions, demotions, layoffs, recall, shift assignments and vacation schedules.

6. A permanent job opening within the bargaining unit shall be posted on appropriate bulletin boards for a period of seven (7) calendar days. Copies of such postings shall be furnished to the Union president and shop stewards when such posting commences.

7. Students shall not be employed by the College to replace existing employees or to cause the layoff of employees.

8. Where more than one work shift per day within a given classification is in effect, employees within such classifications will be given preference of shifts on a seniority basis only when vacancies occur or changes in the number of employees per shift are being made and it does not interfere with the effective operation of the College. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be required to wait longer than one (1) year to exercise his preference of shift over a less senior employee.

9. When security guards are required to work on a "spare day", shift reassignment shall be determined on the basis of seniority.

10. The College shall maintain an accurate, up-to-date, seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon request.

ARTICLE VII

DISCIPLINE OR DISCHARGE

Before a suspension is imposed by the Director, a conference must be held with Union representatives to discuss and attempt to resolve the case. In all cases, the employee must be given written reasons for the suspension.

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 such as stealing, drunkenness, found to be under the influence of drugs, or commits willful destruction of property. If such is the case, the employee will be dismissed immediately with wages paid only until the date of dismissal.

In the event that the Union claims that any regular employee is discharged, suspended or demoted without just cause, such claim shall be reviewed in accordance with the Grievance Procedure in this contract. In the event that it is agreed that the employee is to be reinstated, the terms of such reinstatement shall be settled by agreement.

ARTICLE VIII

PROBATION & TERMINATION

1. It is agreed that the first ninety (90) calendar days of employment of any employee shall be a trial period during which the College shall have the unqualified right to dismiss such new employee.

2. Termination -- In order to resign in good standing, employees must submit resignations in writing to the College at least two (2) weeks before leaving.

ARTICLE IX

LATENESS AND ABSENCE

Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be tardy or absent. If they are not able, then they must call their respective supervisors within the first two hours of the assigned shift to advise them of the fact.

If the employee does not call in, he will not be paid for the period unless circumstances beyond his control preclude his call. Excessive lateness or unjustified absence shall be cause for suspension or termination.

An employee who is required to remain on duty more than six (6) minutes beyond his normal shift completion WHILE WAITING A LATE RELIEF OR A REPLACEMENT, will be paid for thirty (30) minutes at an overtime rate. If he is required to remain beyond thirty (30) minutes, he will be paid overtime for the next half (1/2) hour, providing he is six (6) minutes into the half (1/2) hour.

## ARTICLE X

### AUXILIARY BENEFITS

1. All full-time employees will be permitted to take any courses that are offered by the College, without tuition charge, during their own time. If, in the opinion of his director, a course which is given during the normal working hours would benefit the employee and the College, the director will, at his discretion, schedule the employee's work hours so that he can attend the course.

If a course is being given during the normal working hours and an employee feels it would benefit the College and himself, he may meet with the director and ask to attend such course and such request shall be given reasonable consideration.

2. Parking Benefit -- All full-time employees will receive parking privileges at designated areas as assigned by the College.

3. If an employee is required by the College to attend a course or courses of instruction, the College will pay the cost of tuition, fees, books and supplies.

4. Tuition Remission -- Employees, their spouses and dependent children may attend regular credit courses offered by the College for credit or audit without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) as paid by other students enrolled at the College. Employees shall pursue such courses during their normal free time. Family members shall be subject to the same rules and regulations as regular students of the College. Dependent children shall be those defined by the Internal Revenue Code of the United States.

## ARTICLE XI

### INSURANCE AND RETIREMENT BENEFITS

1. The College agrees to provide insurance through the New Jersey State Health Benefits Program to the employees and their dependents as defined in the program.

2. The College agrees to provide retirement benefits in accord with applicable New Jersey statutes.

3. During fiscal year 1981, the College agrees to provide a \$1 co-payment prescription drug program exclusive of contraceptive drugs for all employees covered by this Agreement. Effective July 1, 1981, the College will provide employees with a \$2.00 co-payment prescription drug program, exclusive of contraceptive drugs.

4. The College will establish a Dental Care Program which shall be administered by the College and shall provide benefits to eligible unit employees and their eligible dependents. The College contribution for each employee shall not exceed \$190 per year for fiscal year 1980-81. The College contribution for fiscal year 1981-82 shall not exceed \$190 per employee. Any balance of premium for additional coverage is to be paid by the employees. Continued participation shall be mandatory for the term of this Agreement.



ARTICLE XII

GRIEVANCE PROCEDURE

1. DEFINITION

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of the Agreement.

2. PROCEDURE

Informal

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant should know of its occurrence, the employee either directly or accompanied by his steward will present the grievance to his/her supervisor. Within two (2) working days after presentation of grievance, the supervisor shall give his/her answer orally to the employee.

Step One

A. Within five (5) days of the oral answer, if the grievance is not resolved it shall be stated in writing, signed by the grievant and the steward and lodged with the Director.

B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, and shall indicate the specific relief requested.

C. Within five (5) working days after receiving the grievance, the Director shall communicate his/her answer in writing to the grievant and the Steward.

#### Step Two

If the employee or the Union is not satisfied with the written answer of the Director, the Union shall, within three (3) working days submit to the Director of Personnel a written request for a meeting and such a meeting shall occur at a mutually agreeable time and place not later than five (5) working days after receipt of the written request for such discussion. The aggrieved employee shall be entitled to be present at the meeting. The Director of Personnel shall give his/her written decision to the employee and the Union within five (5) working days after such discussion takes place or within such additional period of time that may be mutually agreed upon.

A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step Two.

Step Three

A. Within ten (10) 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 Two.

B. No later than ten (10) working days after receiving the appeal, the President or his/her representative shall hold a hearing on the grievance.

C. Within ten (10) working days after the hearing, the President or his/her representative shall render his decision in writing.

D. The Union or College may not present any allegation not presented in Step Two.

E. Step 3 is the final step to which a grievance unrelated to this Agreement may be advanced.

3. APPEARANCE AND REPRESENTATION

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend.

4. TIME LIMITS

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

5. ARBITRATION

Within thirty (30) working days after receipt of the decision of the President or his representative, the Union, upon written notice to the College, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

6. The decision of the Arbitrator shall be advisory except with respect to matters included within Article VII (Discipline and Discharge) of this Agreement wherein his decision shall be binding. It is expressly understood that such arbitration is limited exclusively to the provisions of this Agreement.

7. The fees and expenses of the Arbitrator shall be shared equally by the College and the Union.

ARTICLE XIII

MANAGEMENT-UNION CONFERENCES

Representatives of the College and the Union 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 four (4) 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 Council and/or international representatives of the Union.

ARTICLE XIV

NON-DISCRIMINATION

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

ARTICLE XV

BULLETIN BOARDS

The College agrees to provide bulletin boards for posting of notices related to union matters such as:

1. Union meetings;
2. Official union business;
3. Social or recreational events.

ARTICLE XVI

UNION REPRESENTATIVES

1. Authorized representatives of the Union, who are not employees of the College, shall be admitted to the premises of Mercer County Community College.

2. The College agrees to recognize a maximum of two (2) stewards selected by the Union. A steward shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union president shall be granted a reasonable amount of time during his regular working hours,

without loss of pay, to present, discuss and adjust grievances with the College. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

3. Mercer County Community College agrees to permit Union delegates employed by the College to take time off without loss of pay for the purpose of attending Union conventions, conferences, or educational classes. During the duration of this contract, the total number of days available to union delegates collectively, no matter how distributed among delegates, shall not exceed an aggregate of fifteen (15) days.

## ARTICLE XVII

### PAID LEAVES OF ABSENCE

1. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law or father-in-law, said employee shall be excused for a period not to exceed four (4) working days for bereavement purposes, commencing the day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours pay for any one day. For the death of aunts, uncles, nephews, nieces, sisters-in-law and brothers-in-law, time granted is day of burial only.

2. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Worker's Compensation paid under the New Jersey Worker's Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one (1) year from the date of injury or until such time as Worker's Compensation benefits terminate, if less than one (1) year.

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

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. Sick leave may also be used for short periods for the attendance of the employee upon his/her spouse or children who are seriously ill.

4. 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. Service with Trenton Junior College will be included in sick leave earned at a rate of five (5) days per year of such service.



5. a. The College may require proof of illness from a licensed physician of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

c. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time.

d. 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.

6. Employees covered by the provisions of this Agreement, shall be entitled to three (3) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The College reserves the right to

deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days may be taken in conjunction with vacation or sick leave subject to supervisory approval.

7. Permanent employees shall be granted leave of absence to meet annual two (2) weeks Military Duty field obligations. The employee will be paid the difference between his base College salary and his service pay for such period.

8. Jury Duty

Employees shall be granted Jury Duty leave provided that any payment he/she receives for such duty is turned over to the College and the employees will be compensated by the College for the day(s) pay.

9. Employees returning from authorized leave of absence as set forth above, will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XVIII

NON-PAID LEAVES OF ABSENCE

1. CHILDBEARING LEAVE

Upon written request, a female employee who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage shall be granted a leave of absence without pay not to exceed one year. Expectant mothers, when they desire to work during or beyond their seventh (7th) month of pregnancy, must present a certificate of physical fitness from their doctor.

An employee granted Childbearing Leave must return to work not later than one (1) year from the date when such leave began. Failure to return at this time will constitute termination of employment.

2. UNION LEAVE

The College will grant leaves of absence to one (1) employee to accept full-time Union employment. Thirty (30) days notice shall be given to the College by any employee requesting such leave.

3. OTHER LEAVE

Long term leave of absence must be approved by the individual's supervisor and the President or his designated officer and may be granted with or without pay and only under exceptional circumstances.

4. MILITARY LEAVE

Employees covered by this Agreement who are drafted into Military Service shall be granted an unpaid leave of absence. If, at the conclusion of such duty they wish to return to College employment, service with the College shall be treated as continuous from original date of hire.

ARTICLE XIX

VACATION

1. All employees covered by this Agreement shall be entitled to vacation leave based on their years of continuous service and appropriate supervisor's approval as follows:

One through Five Years - 11 Working Days

Six through Ten Years - 16 Working Days

Ten years or more - 20 working Days

2. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

3. If an employee is called back to work while on vacation, he shall be paid time and one-half per day and shall not lose vacation day or days.

4. Vacation allowance should be taken during the calendar year, and distributed in accordance with seniority privileges, unless the College determines that it cannot be taken because of pressure of work. Under special circumstances a written request for vacation leave may be made to permit vacation accumulation into the following calendar year. Any such request shall not be unreasonably denied and must have Director's approval. Any such accumulation shall not extend beyond two (2) years.

5. An employee who is retiring or who has otherwise separated shall be entitled to vacation allowance for the current year in which the separation or retirement becomes effective. Whenever a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

6. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay except military leave.

ARTICLE XX

SHIFT PAY

1. Employees working on shifts of which the majority of working hours fall between 11:00 P.M. and 7:00 A.M. shall receive in addition to their regular pay, an additional nineteen cents (19¢) per hour.

2. Employees working on shifts of which the majority of working hours fall between 3:00 P.M. and 11:00 P.M. shall receive in addition to their regular pay, an additional twenty-two cents (22¢) per hour.

3. For Senior Food Service Workers, the provisions of this Article shall be effective as of July 1, 1980.

ARTICLE XXI

SAFETY AND HEALTH

1. The Employer shall at all times maintain safe and healthful working conditions, and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

2. The Employer and the Union shall each designate a safety committee member and one alternate. It shall be the joint responsibility of the members to investigate and correct unsafe and unhealthful conditions. The members shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or his alternate, with the approval of the Employer, shall be permitted reasonable opportunity to visit work locations throughout the facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

#### ARTICLE XXII

##### ENTIRE UNDERSTANDING

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.

ARTICLE XXIII

HOURS OF WORK

1. Daily work hours for Security Personnel shall consist of one (1) of three (3) shifts: 6:00 - 8:00 a.m. to 2:00 - 4:00 p.m., 2:00 - 4:00 p.m. to 10:00 - 12:00 p.m., and 10:00 - 12:00 p.m. to 6:00 - 8:00 a.m. If it becomes necessary to overlap shift assignments in Security, it shall be instituted on a seniority basis.

2. Daily work hours for Senior Food Service Workers shall consist of one (1) of two (2) shifts, exclusive of recess and summer periods: 7:00 a.m. to 3:30 p.m. and 11:30 a.m. to 8:00 p.m.

3. Daily work hours for employees other than Security and Food Service Personnel will be as presently established and no employee will be required to assume a different shift without his/her consent. Employees hired subsequent to ratification of this Agreement may be placed on other shifts providing this is explained to them at hiring.



ARTICLE XXIV

OVERTIME

1. 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 (6th) work day as such of any work week; for Security Personnel the "sixth" (6th) day as such is the first day of their normal two (2) days off;

d. All work performed on a holiday plus the regular day's pay;

e. Overtime and Sick Leave - For the purposes of this Article, excused absence or sick leave within a regularly scheduled work week shall be counted as days worked for the purposes of computation of premium pay.

2. 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 (7th) work day as such of any work week. For Security Personnel the seventh (7th) day as such is the second (2nd) day of their normal two (2) days off.

3. Overtime opportunities will be distributed as equally as possible among employees in the same job classifications and shifts.

If, because of refusals to work overtime, there are an insufficient number of employees available to perform the overtime work, the College may assign the overtime work to the least senior employee who has the qualifications and abilities to perform the work. For Food Service Personnel, the College will attempt to provide prior notice of assigned overtime work.

## ARTICLE XXV

### HOLIDAYS

1. The College shall schedule no less than thirteen (13) paid holidays during each fiscal year. Holidays will be scheduled prior to the start of each fiscal year and they shall be recognized paid holidays whether or not worked. In addition, the employee shall be entitled to take his/her birthday as an additional holiday.

2. Holidays which fall within an employee's vacation period shall be celebrated at a mutually agreed upon time with the employee and the College.

3. In order to be eligible for holiday pay, an employee must be on active payroll of the College and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

4. In Security the most senior person in Security shall be offered work when it is required on a holiday.

#### ARTICLE XXVI

##### MEMBERSHIP PACKETS

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the College and the Union.

The College agrees to distribute such membership packets to new employees during the initial phase of employment.

ARTICLE XXVII

PRINTING OF AGREEMENT

The College will provide copies 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 XXVIII

CONTRACTING AND SUB-CONTRACTING

During the term of this Agreement, the College shall not contract-out or sub-contract any public work performed by employees covered by this Agreement that would mean displacement (termination or lay-off) of any employee covered by this Agreement, save in cases of emergency. The emergency section of this Article shall not be abused.

The College agrees to meet with the Union to discuss all incidents of contracting or sub-contracting whenever it becomes apparent that a termination or lay-off will result.

ARTICLE XXIX

SEVERANCE PAY

1. 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 all unused sick leave is to be calculated at the Employee's rate of pay in effect on the pay day immediately preceding the Employee's separation.

2. An employee discharged by the College for any reason shall receive severance pay in addition to any other compensation that may be due the employee.

Employees discharged by the College shall receive severance pay at the rate of one (1) week's pay for each year of service. Severance pay shall be computed at the employee's highest weekly earnings excluding overtime during the twelve (12) month period immediately preceding separation.

ARTICLE XXX

LONGEVITY

Employees covered by this agreement who have completed five (5) years of continuous service shall have \$200 added to their gross annual pay commencing with the first day of the first full pay period following said anniversary of hire, and for the 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.

ARTICLE XXXI

PART-TIME AND STUDENT HELP

The Union recognizes the commitment of the College to its students and to provide students with part-time employment. Student help or part-time employees will not be used to replace regular members of the work force.

The College will limit part-time employees and student help to no more than twenty (20) hours of employment in any work week exclusive of summer months.

ARTICLE XXXII

BOARD'S RIGHTS

AFSCME 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 local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

ARTICLE XXXIII

NO STRIKE CLAUSE

AFSCME and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and AFSCME agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. AFSCME or individual employees shall not engage in, or counsel or instigate strikes or work stoppages.

ARTICLE XXXIV

SAVING 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, AFSCME 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 degree 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 XXXV

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

1. An employee shall within three (3) working days of a written request to the Personnel Department have an opportunity to review his personal folder in the presence of an appropriate official of the Personnel Department to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the College during the term of this Agreement. He shall be allowed to place in



such file a response of reasonable length to anything contained therein. Copies of all material placed in the personal files with the exception of fringe benefit and pre-employment information shall be provided to the employee.

2. Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

#### ARTICLE XXXVI

##### UNIFORMS

1. When the employer requires an employee to wear a uniform, he shall be furnished by the employer with a uniform or replacement or such part of such uniform as may reasonably be necessary.

2. The employer shall provide, clean and maintain uniforms.

ARTICLE XXXVII

SUPERVISORS

Supervisors shall normally refrain from performing tasks which are properly the duties of employees in the various classifications listed in Appendix A to this Agreement.

ARTICLE XXXVIII

REPRESENTATION FEE

1. If a unit employee does not become a member of the AFSCME, Local 2473, during any membership year which is covered by this Agreement, said employee will be required to pay a representation fee to AFSCME for that membership year.
2. Prior to the beginning of each membership year, AFSCME, Local 2473, will notify the College in writing of the amount of the regular membership dues, initiation fees and assessments charged to its members for the membership year. The representation fee is set at 35% of the amount of the regular membership dues, initiation fees and assessments charged by AFSCME, Local 2473 as allowed by law.

3. Once during each membership year covered by this Agreement, AFSCME, Local 2473, will submit to the College a list of those unit employees who have not become members for that year. The College will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each unit employee who is not a member of AFSCME, Local 2473.
4. Except as otherwise provided in the Article, the mechanics for the deduction of representation fees and the transmission of such fees to the AFSCME, Local 2473, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.
5. AFSCME, Local 2473, will notify the College in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board receives said notice.
6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the College will submit to AFSCME, Local 2473, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

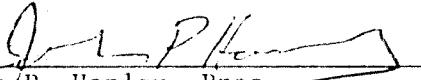
7. AFSOME, Local 2473, shall indemnify and save the College harmless from any and all claims, demand suits, or any other action arising from this Article.

#### ARTICLE XXXIX


##### DURATION

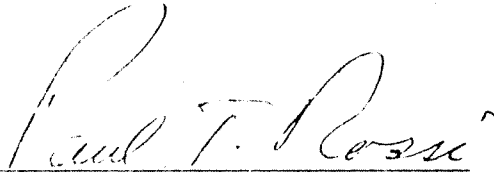
This Agreement shall be effective as of July 1, 1980 and shall remain in full force and effect until June 30, 1983. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations, and is provided to the other party.

This Agreement is subject to the right of AFSCME, Local 2473, to negotiate Articles XI, XX and XXIX and Pay and Classifications as contained in Appendix A for fiscal year 1983.

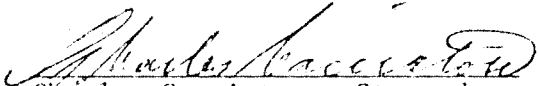
  
John P. Hanley, Pres.  
Mercer County  
Community College

ATTEST:

  
M.C. Keith Jones, Jr.  
Personnel & Labor Relations -  
Mercer County Community  
College

  
Paul T. Rossi, Pres.  
Local 2473 - American  
Federation of State, County  
and Municipal Employees, AFL-CIO

ATTEST:

  
Charles Cacciatore, Steward,  
Local 2473 - American  
Federation of State, County  
and Municipal Employees, AFL-CIO

APPENDIX A

(Effective July 1, 1980)

PAY AND CLASSIFICATIONS

<u>Classification</u>	Annual Rate of Pay	
	<u>July 1, 1980</u>	<u>July 1, 1981</u>
Senior Maintenance Specialist.....	\$17,651	\$19,151
Maintenance Specialist.....	16,278	17,662
Maintenance I.....	14,906	16,173
Maintenance II.....	13,533	14,683
Maintenance III.....	12,160	13,194
Receiving & Supply Agent.....	14,219	15,428
Custodian Team Leader.....	12,847	13,939
Custodian.....	12,160	13,194
Senior Security Officer.....	14,219	15,428
Security Officer.....	13,533	14,683
Senior Guard.....	12,917	14,015
Guard.....	12,380	13,582
Operations Controller.....	12,160	13,194
Stock & Equipment Controller.....	12,160	13,194
Senior Food Service Worker.....	8,408	9,173
Messenger Driver.....	9,168	9,947

All employees will be given raises which will bring them to the above listed annual rates of pay effective July 1, 1980 and July 1, 1981 respectively.

For the classification of Guard, an additional \$150 shall be included in the pay rate negotiated for fiscal year 1983.

All employees covered by this Union who are employed after the effective date of this Agreement, shall be employed at an annual salary rate which is \$1000 below the established rate for their classification. After the completion of a six (6) month period of continuous employment any such employee shall be eligible for a \$500 increase. After a subsequent six (6) month period of continuous employment they shall be brought to the annual rate of pay for their classification.

As of June 30, 1983, the classification of Senior Security Officer and Security Officer will be eliminated and all Security Personnel covered by this agreement will be placed in the Guard classification. Salary rate adjustments for Security Personnel after fiscal year 1983 shall be subject to negotiations at the expiration of this Agreement.