



**Agreement Between  
The Board of Trustees  
of  
Mercer County Community College**

**and**

**LOCAL 2473  
The American Federation of State,  
County and Municipal Employees**

**2006-2009**

Effective July 1, 2006



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## **Article 1 Recognition**

The Board of Trustees of Mercer County Community College 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 Chapter 303 PL 1968.

The Board and the union may include additional classifications and salary ranges upon mutual agreement, and they will be made a part of this Agreement.

## **Article 2 Dues Deduction**

1. 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.
2. 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.
3. 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 Board shall have no obligation to collect or transmit monies to AFSCME for unpaid dues of any current fiscal year.
4. A Dues Deduction Authorization Form, which may be received at any time, will be considered valid for the term of this Agreement.
5. 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.
6. 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.
7. 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 3 Call-In Time**

1. 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.
2. 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.

## **Article 4 Pay Scales or Rates of Pay**

1. Effective July 1, 2006, unit members who were employed for the 2005-2006 fiscal year shall receive an amount equal to their 2005-2006 base salaries plus a salary increase of 3.5%.
2. Effective July 1, 2007, unit members who are employed for the 2006-2007 fiscal year shall receive an amount equal to their 2006-2007 base salaries, plus a salary increase of 4.0%.
3. Effective July 1, 2008, unit members who are employed for the 2007-2008 fiscal year shall receive an amount equal to their 2007-2008 base salaries, plus a salary increase of 4.5%.
4. The College and the Federation will review the salaries to insure that employees at or near their range maximum are not adversely affected. In the event an employee is adversely affected, such employee will be reclassified during the term of this contract.

There will be a one-time 2.0% increase to minimums effective 2006-2007 and adjustments per attached schedule. Maximums will increase 2.1% each year of the contract.

All employees will receive the full percentage increase irrespective of range maximums.

### **2. Promotions/Merit Increases**

- a. When a unit employee is promoted to a higher classification, he/she shall receive at least, but not limited to, \$700 as a promotional increase or an amount necessary to bring the employee to the minimum for the range, whichever is higher.
- b. When an employee is performing exemplary work or is deemed otherwise meritorious, he or she may be considered for a merit increase. Such increases shall be limited to no more than one time per twelve months.
- c. Criteria for promotion from one level to another shall include but not be limited to:
  - A. Educational (Trades and Vo-Tech) background and credentials
  - B. Evaluations
  - C. Length of Service
  - D. Experience
  - E. Service to College

3. Any employee who works above his classification in the categories of Team Leader, 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. It is the responsibility of the Director of Facilities, Security, Maintenance and Grounds or designee to determine if the college is best served by having the employee take on the tasks of the higher classification position, to alter the employee's assignment or to continue to work at his/her current level and to make this decision specifically known to the employee prior to the start of the assignment. The absence of a Director of Facilities, Security, Maintenance and Grounds or designee's decision will constitute a negative decision, and no higher rate of pay shall be given.
4. Any unit member who becomes certified as an Emergency Medical Technician (EMT) by the state of New Jersey and who shall agree to respond to medical emergencies on campus when available, shall, upon producing proof of such certificate, receive a base salary increment of \$1,000 effective with the next payroll period.

Thereafter, effective with the first day of the subsequent fiscal year, and each fiscal year thereafter for three years said employee shall receive the additional \$500 in base pay until the total additional benefit shall be \$3,000. Each employee will continue to receive the additional EMT compensation as long as the employee retains certification. In the event that certification lapses or is otherwise withdrawn, the employee's pay shall be reduced in the next pay period by the amount of the EMT compensation that the employee is receiving. Employees shall be entitled to receive the full amount of the EMT compensation in their base pay notwithstanding that this amount may exceed the maximum of the employee range.

Employer will bear all costs associated with EMT training and re-certification. Employees who attempt EMT certification and are unable to attain such certification will not be discriminated against or disadvantaged in any way with regards to transfers, promotions, and layoffs or in any situation in which seniority is a deciding factor.

5. Salaries will be paid by check on a bi-weekly basis in accordance with the payroll distribution schedule.
6. Under no circumstances will the College make payroll advances.
7. An employee assigned the additional responsibility of Training Coordinator in the Security Department shall receive an annual stipend of \$2,500 payable in increments of \$625 at the beginning of each calendar quarter for which the employee is so designated. Should the employee not complete the entire subsequent calendar quarter of employment, a pro rata portion of the stipend shall be recovered from compensation payable to the employee upon termination.

## **Article 5**

### **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 Human Resources 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. Sick bank will run concurrently with Family Medical Leave Act time.
4. Employees may claim days from the bank only after all their sick leave and vacation 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 ninety (90) days from the bank during any calendar year. Once an employee has used a total of ninety (90) 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. Any employee may appeal to the president or designee for additional sick-bank time for an additional distinct incident.
7. An employee may present a claim only in cases of absences which involve a minimum of five (5) consecutive working days beyond those 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 judgment. 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. In the event of a serious illness/or illnesses (or combination of) that prevents the employee from completing a full year of employment after using the maximum available days from the sick bank, an appeal may be made to the President of the College for an additional 90 days. The President's decision shall be final and shall not be grievable under this contract.
10. Childbearing is considered to be an illness under the terms of this Article, within the limitation of Section 8 above.
11. 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 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 6**

### **Seniority**

1. Seniority is defined as an employee's total length of full-time service with the College beginning with their date of hire. Such seniority shall accumulate until there is a break of 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 regular 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 and 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 is equal, the person with the most seniority will be given preference in promotions, demotions, layoffs, recalls, shift assignments, and vacation schedule.
6. A regular job opening within the bargaining unit shall be posted on MLink and designated bulletin boards for a period of seven (7) calendar days. Copies of such postings shall be furnished to the Union President when such posting commences.
7. Current unit employees are encouraged to apply for any promotional opportunities provided that they meet the minimum qualifications of the posted vacancy. All such applications shall be seriously considered. The College will answer all applicants verbally or in writing regarding their status.
8. Students shall not be employed by the College to replace existing employees or to cause the layoff of employees.
9. 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.
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.
11. Unit members who have completed their probationary service shall have priority for assignments over those members who are on probation or part time employees. Probationary and regular part time employees shall be offered overtime assignments only after all senior members, unless a particular skill or trade is involved.

## **Article 7**

### **Discipline or Discharge**

Before a suspension is imposed, 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, 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 and shall receive no severance pay.

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 8**

### **Probation & Termination**

1. It is agreed that the first four (4) months of employment of any new employee shall be a probationary period during which the College shall have the unqualified right to dismiss such new employees.
2. During the first four (4) months of employment of any employee who has been promoted to a higher classification, who has been transferred from one position to another within the unit, or who has transferred from another unit to that covered by this Agreement, the employee shall be in a probationary trial period during which time the College shall have the unqualified right to return the employee to his prior classification and salary level. During this time period, the employee shall have the right to return to his/her former job classification.
3. Termination — In order to resign in good standing, employees must submit resignations in writing to the College at least two (2) weeks before leaving.
4. New employees shall undergo a criminal background check. Upon hire, satisfactory completion of probationary period and return of a satisfactory criminal background check, the employee will be reimbursed for the cost of the criminal background check. The college will make every effort to complete the criminal background check before the end of the probationary period. However, if the results of the criminal background check are received after the end of the probationary period, and the results indicate a positive drug test within 5 years before the date of employment or a felony conviction, the employee will be terminated immediately.

## **Article 9**

### **Lateness and Absence**

Employees have the responsibility to notify the West Windsor Security Desk and 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 hour 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 FOR A LATE RELIEF OR 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 one-half (1/2) hour, providing he is six (6) minutes into the one-half (1/2) hour.

## **Article 10**

### **Auxiliary Benefits**

1. All full-time employees will be permitted to enroll in any courses that are offered by the College during their own time. If, in the opinion of the supervisor, a course which is given during the normal working hours would benefit the employee and the College, the supervisor may request the approval of the director to 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 submit a request to his supervisor to attend such course and the supervisor shall give reasonable consideration to gaining the approval of the director.

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 in the case of employees) without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) exceeding \$125.00 as paid by other students enrolled at the College. Except as noted in paragraph 1 above, 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 11**

### **Insurance and Retirement Benefits**

1. The college will pay the premium for full coverage for the unit member and his/her eligible dependents under the New Jersey State Health Benefits Program or an equal amount for an approved HMO program. The college will also pay the premium for Major Medical coverage for both the employee and eligible dependents who are covered under the basic New Jersey State Health Benefits Program. Dependents shall include domestic partners as recognized under the laws of the State of New Jersey. The Board reserves the right, after consultation with the Local, to provide equivalent benefits, either with the same vendor or with another.
2. The College agrees to provide retirement benefits in accord with applicable New Jersey statutes.
3. The College will continue to provide a prescription drug program for all employees covered by this Agreement. The co-payment required shall be the same as that set by the New Jersey State Health Benefits Program. The College will provide a prescription mailer program available under the applicable prescription drug program.
4. The College will maintain a dental care program giving benefits which are at least equal to those provided by the dental care program in effect during 1990-1991.

5. The College will provide hospital/medical insurance to eligible retired employees consistent with the provisions of Chapter 88, Public Law 1974.
6. During active employment and upon retirement, all employees shall receive a recreation pass for use of all facilities.
7. The College will provide unit members with optical insurance as follows:
  - a. Coverage shall be \$50 for regular prescription eye glasses/contact lenses and \$55 for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent/child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.
  - b. Full-time employees and eligible dependents, as defined above, shall be eligible for a maximum payment of \$30 or the cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist.
  - c. Each eligible employee and dependent may receive only one (1) payment for glasses per 24-month period and one (1) payment for examination per 12-month period. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

## **Article 12**

### **Grievance Procedure**

#### **1. Definition**

Any grievance of 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 of Facilities, Security, Maintenance and Grounds, Security, Maintenance and Grounds.
- 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 of Facilities, Security, Maintenance and Grounds 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 of Facilities, Security, Maintenance and Grounds, the Union shall, within three (3)

working days, submit to Human Resources a written request for 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. A written decision shall be provided 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 Step Two decision 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 Three 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.

## **Article 13 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 14 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 15 Bulletin Boards**

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

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

## **Article 16 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 conferences, or educational classes. During the duration of the contract, the total number of days available to union delegates collectively, no matter how distributed among delegates, shall not exceed an annual aggregate of five (5) days.

## **Article 17 Paid Leaves of Absence**

### **1. Bereavement Leave**

The College will permit an employee time off with pay to attend to matters related to the death of a member of the immediate family. The immediate family and the number of days allowed for each are as follows:

Parent, step-parent, child, spouse, guardian, step-child..... 5 days

Brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild ..... 3 days

Brother-in-law, sister-in-law, aunt, uncle, niece, nephew..... 1 day

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

## 2. **Occupational Injury Leave**

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. **Sick Leave**

- a) All employees covered by the Agreement shall be entitled to sick leave with pay based on their total number of accumulated days.
- b) 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 visit a physician's office for medical appointments which could not reasonably be made for other than normal work hours. 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. In cases of absence due to necessary spousal or child care, a doctor's certificate shall be required from the employee and shall be submitted to the immediate supervisor.
- c) 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.
- d)
  1. 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.
  2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
  3. 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.
  4. The College may require an employee who as 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.
  5. If it becomes apparent to the Director of Facilities, Security, Maintenance and Grounds, his/her designee, or the Human Resources designee that an employee's performance is seriously impaired, and there is reasonable basis for suspicion that the impairment is the result of substance abuse, the employee shall immediately be placed on sick-leave status and referred to a medical facility or agency properly licensed to evaluate and diagnose substance abuse. Substance abuse shall include use of alcohol, illegal drugs, prescription medication or other substances. The College shall bear all costs of this evaluation. Any College employee making a substance abuse referral shall be adequately and appropriately trained to recognize the manifestation of substance abuse. Any non-employee or agency contracted by the college shall be fully competent and capable to evaluate, make referrals and/or treat individuals with substance abuse issues.

The employee may return to work if the employee's personal physician certi-

files in writing that the employee is capable of performing his/her duties and does not pose a threat of injury to him/herself or others.

If the medical facility or agency confirms that the employee is experiencing the effects of substance abuse, the employee will be allowed to resume his/her duties only after a medical facility or agency appropriately licensed to diagnose and treat substance abuse certifies in writing that the employee is capable of performing his/her duties and does not pose a threat of injury to him/herself or others.

The employee will not be charged any sick time for the mandatory absence from work prescribed by this section if the medical facility certifies that the employee was not impaired.

#### **4. Personal Leave**

Employees covered by the provisions of this Agreement, except new employees in their first calendar year of employment within the unit, shall be entitled to three (3) days a year leave of absence with pay for personal business. Employees who will have less than twelve (12) months' employment in positions covered by this Agreement during the first calendar year shall have prorated personal leave entitlement as follows:

Unit employment of at least nine (9) months but less than twelve (12) months shall be entitled to three (3) days personal leave during the first calendar year. Unit employment of at least six (6) months but less than nine (9) months shall be entitled to two (2) days personal leave during the first calendar year. Unit employment of at least three (3) months but less than six (6) months shall be entitled to one (1) day personal leave during the first calendar year. Employees having less than three (3) months employment during their first calendar year of employment in the unit shall not have any personal leave entitlement.

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.

5. Unit members who resign their employment with the College shall only be entitled to a prorated portion of the three (3) personal days for the calendar year in which they resign. Proration shall be in the same manner as described for new employees. The final pay check shall be adjusted as necessary to recoup used personal days in excess of the proration.

#### **6. Military Leave**

Permanent employees shall be granted leave of absence to meet annual two (2) weeks military duty field obligations. Permanent employees shall also be granted leave of absence if activated by order of the Governor in time of a declared state of emergency. The employee will be paid the difference between his base College salary and his service pay for this period.

#### **7. 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) paid.

8. 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 18**

### **Non-Paid Leaves of Absence**

#### **1. Childbearing/Family Responsibility Leave**

Upon written request, an 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.

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. Childbearing leave shall run concurrently with Family Medical Leave Act time.

Requests to take maternity leave or to return from such leave shall be made at least thirty (30) days prior to leave/return.

It is specifically understood that the College shall not be required to grant a second leave of absence without pay if the employee has returned from a leave of absence without pay within the prior two years.

#### **2. Union Leave**

The College will grant leaves of absence of up to one (1) year 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**

A short-term or 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 19**

### **Vacation**

1. All permanent 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:

For new employees in their first two years (calendar) of service, vacation shall be earned at the rate of one day for each full month worked with no leave to be taken until after the employee has worked three months.

Effective with the start of the third calendar year through the fifth calendar year, vacation shall be earned at the rate of 12 days per year.

Effective with the start of the sixth calendar year through the tenth calendar year, vacation shall be earned at the rate of 17 days per year.

Effective with the start of the eleventh calendar year through the fifteenth calendar year, vacation shall be at the rate of 21 days per year.

Annual vacation accrual for those unit members who have completed fifteen (15) or more years of continuous full-time service shall be as follows:

Years of Service	No. of days to be Accrued
15-19	22
20-22	23
23rd	24
24th	25
25th and thereafter	26

Vacation leave shall be credited on a quarterly basis according to years of service as set forth above and may be taken only after the requisite employment period.

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. Vacation leave must be taken within two (2) years of its accrual or it is forfeited.
5. 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.
6. Individuals who have prior year vacation leave are entitled to this leave or payment for same upon termination of employment. Unit members employed before July 1, 2006 who resign their employment with the College and who are not entering into immediate retirement shall only be entitled to a prorated portion of the current year's vacation allowance. Employees hired after June 30, 2006 who resign or retire shall only be entitled to a prorated portion of the current year's vacation allowance. Proration shall be at the rate of one twelfth the annual accrual for each completed month worked during the year of resignation.

## **Article 20 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 \$1.00 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 \$0.95 cents per hour.

3. Any employee called in to start work prior to 7:00 a.m. shall receive the shift differential during the hours worked outside of his/her normal shift.
4. Overtime will be paid for working prior to the scheduled shift or working after the scheduled shift during summer hours.

## **Article 21 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. Maintenance employees shall be issued safety glasses which must be worn at all times during the work schedule. If an employee is unable to use college issued safety equipment, it is the employee's responsibility to provide evidence through a physician's certificate that the equipment is unsuitable.
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 or investigating safety and health conditions during working hours with no loss of pay. In the case of suspected unsafe equipment, the members will investigate and report on the status of the equipment. If it is jointly agreed that the equipment is deemed unsafe, a red tag will be placed on the equipment signifying that it is a hazard, and the equipment will not be used by any employee until the safety hazard is rectified.
3. All unit employees are required to participate and pass required first aid, CPR, and other scheduled safety and health training. If this training occurs at times other than the employee's normal work hours, the shift for that 24-hour time period will be adjusted or overtime pay will be granted. Failure to pass this required training may result in remedial training and/or disciplinary action.

## **Article 22 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 23 Hours of Work**

1. Daily work hours for Security Human Resources 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-midnight, and

10:00-midnight 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 Food 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 10:30-11:30 a.m. to 7:00-8:00 p.m. or other times as mutually agreed upon.
3. Daily work hours for employees other than Security and Food Service Human Resources 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.
4. Unit employees shall be entitled to two (2) fifteen minute break periods per normal work day. The morning break shall start between 10:00 am and 10:30 am. with the exception of security officers whose break may be scheduled as early as 9:00 a.m., if necessary, to accommodate an 11:00 a.m. lunch. Afternoon break shall be scheduled by the supervisor but not in conjunction with the lunch break.
5. In accordance with N.J.S.54:21-(3)c(3) the pay week shall run from Sunday to Saturday.
6. The schedule for summer hours will be as follows:  
Security, maintenance, grounds, custodial and food service workers will give up their 15 minute break in the morning and the afternoon. The college will permit a one-hour reduction in the employee workday in exchange for the elimination of breaks.
7. The regular work week shall be forty (40) hours for all employees except the work week for Messenger Driver II and Document Technician shall be thirty-five (35) hours.

## **Article 24 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 of any work week. The "sixth" (6th) day is the first day of their normal two (2) days off;
  - d. All work performed on a holiday plus the regular day's pay, except for Christmas Day on which all work performed shall be at the rate of double time plus regular pay.
  - e. Overtime and Sick Leave — For the purpose 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.
  - f. During summer hours, overtime shall be paid only for hours exceeding 8 hours per day, notwithstanding the abbreviated work day. Overtime will be paid for working prior to the scheduled shift or working after the scheduled shift during summer hours.
2. In the event of inclement weather which forces the closing of the College, all unit employees required to remain beyond the closing time or to begin work during the period of closing shall receive time and one-half plus regular rate of pay until the

College reopens or until the start of the following day, whichever comes first.

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 (7th) work day of any work week. The seventh (7th) day as such is the second (2nd) day of their normal two (2) days off.
  - b. All consecutive hours of work over 16 including breaks and lunch.
4. 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 Human Resources, the College will attempt to provide prior notice of assigned overtime work.

5. Unit members may elect to accrue compensatory time rather than receive overtime pay at the rate of 1.5 days for each regular workday. A member must declare in writing on a college form his/her intention to accrue compensatory time prior to working the extra period. The member may then make a written request to use the compensatory time up to five (5) days annually.
6. Security employees may be offered the opportunity to perform overtime work in maintenance positions, if all maintenance personnel have declined or are already so employed. Nothing in this paragraph shall require a security employee to accept such an overtime assignment.

## **Article 25 Holidays**

1. The college shall schedule thirteen (13) paid holidays per fiscal year as indicated in the annually posted list of holidays. This list shall include Martin Luther King Jr.'s birthday. Each unit member shall also be entitled to two (2) floating holidays each fiscal year taken at any time subject to the approval of the immediate supervisor. One of the floating holidays may be used, at the discretion of the employee, for a religious/cultural observance (i.e. Good Friday, Passover, etc.) If the employee elects to use a holiday for a religious/cultural observance, it cannot be denied. These floating holidays must be used within the fiscal year.
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. If a normal payday falls during the Christmas break, that paycheck shall be dated and distributed on the day before the break.

## **Article 26**

### **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 upon by the College and the Union.

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

## **Article 27**

### **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 28**

### **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 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 29**

### **Severance Pay**

1. Employees shall be compensated in cash for fifty percent (50%) of accumulated unused sick leave up to \$15,000 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 except in situations of gross misconduct as stated in Article 7, 2nd paragraph, shall receive severance pay in addition to any other compensation that may be due the employee. In the event of termination, this compensation shall be paid in installments as payroll until the total sum is paid, unless the individual shall sign a waiver indicating that he/she shall not apply for unemployment until the severance payroll period expires.

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. No employee shall be entitled to severance pay if that employee shall refuse to comply with any provision of this contract concerning sick leave.

## **Article 30 Longevity**

Unit members who have completed four years of service will receive longevity payments according to the following schedule:

Number of Years	Hired Prior to 7/1/96	Hired after 6/30/96
4	\$ 200	\$ 200
5	600	600
10	900	1,000
15	1,350	1,500
20	1,850	2,000
25	2,300	
30	2,700	
35	2,900	

Longevity payments commence with the first day of the first full pay period following the anniversary of hire.

## **Article 31 Part-Time and Student Help**

The Union recognizes the commitment of the College to its students and to providing 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-nine (29) hours of employment in any work week. During the Christmas break, the College shall employ at least one unit member for each eight (8) students, or fraction thereof working in excess of twenty (20) hours per week.

## **Article 32 Temporary Full-Time Employees**

The College shall have the right to hire temporary full-time employees for periods not exceeding one year. Such temporary employees may be hired to replace a permanent full-time employee who is absent from his/her position due to an unpaid or paid leave of an expected duration exceeding one month. Temporary employees shall gain no seniority rights, nor shall they participate in the applicable pension program unless mandated by law. Vacation leave shall be earned at the rate of one day per month of service. In all other respects, temporary employees shall receive the same benefits as permanent employees. Temporary employees shall be subject to termination upon two (2) weeks' notice.

## **Article 33 Board's Rights**

AFSCME recognizes the Board's rights, duties, and authority to manage and control the College pursuant to the authority conferred to it by the State of New Jersey and all applicable local, state, and federal laws. The Board retains and reserves the rights of management and control of the College not limited by this Agreement.

## **Article 34 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 35 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 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 36 Evaluation**

1. Each employee shall be given a written evaluation at least once a year based on the responsibilities and goals of the position as constructed by the employer with employee input. If there are areas of deficiency and unsatisfactory performance, the evaluation must include an explanation of the deficiency(ies) and what action needs to be taken by the employee to remove this deficiency. The employee will be given a three-month period to improve performance. Prior to re-evaluation by the supervisor, the employee shall have the option to complete a self-evaluation. Should the deficiencies remain and the performance continue to be unsatisfactory, salary increments may be withheld. Prior to signing the evaluation, the employee shall be given a reasonable opportunity to discuss the evaluation and recommendations. The employee shall have a reasonable opportunity to comment in writing to any evaluation. Any such response shall be placed in the employee's Human Resources file. 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 appropriate administrative supervisor to discuss his/her evaluation if desired.
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 therein.

## **Article 37**

### **Access to Personnel Files**

An employee shall, within three (3) working days of a written request to the Human Resources Department, have an opportunity to review his Personnel file in the presence of an appropriate official of the Human Resources 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 Personnel files, with the exception of fringe benefits and pre-employment information, shall be provided to the employee.

## **Article 38**

### **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.
3. Uniforms, when provided, are to be worn without modification.

## **Article 39**

### **Supervisors**

Non-working 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.

The Director of Facilities, Security, Maintenance and Grounds and Security shall be permitted to plow snow provided that all qualified unit members have first been given the opportunity and have declined or are unavailable.

## **Article 40**

### **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 85% 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. AFSCME, 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 41**

### **Duration**

This Agreement shall be effective as of July 1, 2006, and shall remain in full force and effect until June 30, 2009. 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.

This Agreement was duly ratified by AFSCME, Local 2473 on August 17, 2006, and by the Board of Trustees of Mercer County Community College on August 24, 2006.

Thomas N. Wilfrid

Thomas N. Wilfrid, Acting President  
Mercer County Community College

Richard T. Miller

Richard T. Miller, President  
Local 2473 — American Federation  
of State, County and Municipal  
Employees, AFL-CIO

ATTEST:

Jacob Eapen

Jacob Eapen, Vice President for Administration  
and Chief Business Officer

Vanessa M. Wilson

Vanessa M. Wilson  
Executive Director, Human Resources

Susan Zambrio

Susan Zambrio  
Assistant Vice President, Academic Operations  
and Acting Assistant to the President

ATTEST:

Charles Smith

Charles Smith  
Local 2473 — American Federation  
of State, County and Municipal  
Employees, AFL-CIO

Michael Urban

Michael Urban  
Local 2473 — AFSCME, AFL-CIO

## Appendix A Classification and Maximums

Position	2% Increase		2005-2006 Maximum	2006-2007 Maximum	2007-2008 Maximum	2008-2009 Maximum
	2005-2006 Minimum	to Minimum/ Market Rate				
Craftsman	\$35,000	\$35,700	\$58,474	\$59,702	\$60,956	\$62,236
Team Leader	NA	\$35,700	58,474	59,702	60,956	62,236
Maintenance Specialist II	31,305	\$31,931	56,240	57,421	58,627	59,858
Maintenance Specialist I	28,612	\$29,184	51,871	52,960	54,072	55,208
Maintenance III	25,907	\$26,425	47,496	48,493	49,512	50,552
Maintenance II	25,000	\$25,500	43,095	44,000	44,924	45,867
Maintenance I	24,000	\$24,480	38,741	39,555	40,385	41,233
Receiving & Supply Agent	24,572	\$25,063	45,310	46,262	47,233	48,225
Document Technician	25,000	\$25,500	42,350	43,239	44,147	45,074
Custodian II	25,000	\$25,500	41,915	42,795	43,694	44,611
Custodian I	21,000	\$21,420	38,741	39,555	40,385	41,233
Security Officer	21,484	\$25,000	40,660	41,514	42,386	43,276
Messenger Driver II	25,000	\$25,500	42,350	43,239	44,147	45,074
Messenger Driver I	17,982	\$20,533	29,196	29,809	30,435	31,074
Food Service Worker II	19,208	\$21,000	30,393	31,031	31,683	32,348
Food Service Worker I	16,574	\$19,560	27,218	27,790	28,373	28,969
Office Services Coordinator	NA	\$29,184	51,871	52,960	54,072	55,208

