



**Agreement Between
The Board of Trustees
of
MERCER COUNTY
COMMUNITY COLLEGE**

and

**The Mercer County
Community College
Professional Staff Federation**

2006-2009

Operating under provision of
Chapter 303 of Public Laws of 1969 and
Chapter 123 of Public Laws of 1974 of the State of N.J.

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Duration of the Agreement

This Agreement shall commence July 1, 2006 and shall expire June 30, 2009.

This Agreement is subject to the Federation's right to negotiation over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Negotiations on a successor Agreement should commence no later than October 15, 2008.

Article 1 Recognition of Employee Representation

- A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Professional Staff Federation as the exclusive representative for collective negotiation in a unit of Mercer County Community College employees set forth in paragraph B hereof for the purpose of collective negotiations for terms and conditions of employment.
- B. Except as excluded by paragraph C below, the employees included are all employees holding full-time professional and teaching assistant appointments which do not carry academic rank.
- C. The employees excluded are:
 - President, Vice Presidents, Assistant Vice President
 - Provost, Assistant Provost
 - Deans, Assistant Deans
 - Controller
 - Director of Facilities and Security
 - Director of Networking and User Services
 - Director of Purchasing
 - Employees in the Human Resources Department
 - Employees represented by other collective bargaining units
 - Confidential employees exempt from other collective bargaining units
 - All part-time employees
- D. Unless otherwise indicated, the term "Federation" when used hereinafter in this Agreement, shall refer to the Mercer County Community College Professional Staff Federation.
- E. Unless otherwise indicated, the term "Federation Staff member," when used hereinafter in this Agreement, shall refer to all College employees represented by the Federation in the negotiating unit as defined above. References to male employees shall include female employees.
- F. Unless otherwise indicated, the term "Board," when used hereinafter in the Agreement, shall refer to the Board of Trustees of Mercer County Community College or its agents.
- G. Unless otherwise indicated, the term "State," when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.
- H. Unless otherwise indicated, the term "College," when used hereinafter in this Agreement, shall refer to Mercer County Community College.

- I. Unless otherwise indicated, the term "HR," when used hereinafter in this Agreement, shall refer to the Human Resources Department of Mercer County Community College.

Article 2 Negotiation Procedure

- A. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Federation all pertinent personnel records, data and information relevant to negotiating a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations subject to the approval of the Board and the Federation.
- C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Federation for the duration of this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 123, P.L. 1975.
- E. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Federation, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.
- F. The parties may establish a meeting at any mutually agreeable time to consider matters of general interest or concern regarding this Agreement, other than grievances. Such meetings are not to be considered contract negotiation meetings but are intended as a means of fostering good employer-employee relations. These meetings may be attended by no more than three (3) representatives of either party.

Article 3 Rights of the Parties

- A. The Board agrees to furnish the Federation on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Federation and agenda and minutes of all Board meetings.
- B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with normal responsibilities. On not more than three (3) occasions during each fiscal year, the Federation will be permitted to conduct a meeting during a regular work day.
- C. Members of the Federation employed by the Board may be permitted to transact of-

ficial Federation business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.

- D. Rooms at the College designated as available for general meeting purposes may be used for Federation meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangements shall be made in advance with the individual responsible for allocating administrative or academic space, the student center, or the gymnasium. Sufficient space shall be provided and such use shall not interfere with the normal function of the College, and shall be used for the legitimate purpose of the Federation.
- E. The Board agrees that the Federation has the sole financial responsibility for the placing and receiving of all long distance telephone calls related to Federation affairs. The Association agrees to provide, as its own expense, all materials and supplies necessary for the conduct of the Association's affairs and that the Board will allow use of office equipment as necessary, provided that this does not interfere with normal operations.
- F. The Board agrees to allow email by the Federation subject to the institutional email policy.
- G. The Federation may use the interoffice mail facilities and email for official Federation business providing this does not interfere with normal College operations.
- H. The Federation shall normally be notified one week in advance, in writing, of time, date, place and agenda of all public meetings of the Board.
- I. A representative of the Federation may speak to any point of the Agenda of the Board at its regular monthly public sessions. If the representative wishes to speak on an issue which is not on the agenda, they may do so providing they have notified the President of the subject matter 48 hours prior to the Board meeting. Generally, the representative should limit his remarks to between five (5) and ten (10) minutes.
- J. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Federation in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15 9e). Said monies together with current records of any collections shall be transmitted to such person as may be designated by the Federation. The person designated shall disburse such monies to the appropriate Federation or Federations. These monies shall be transmitted by the 10th of the month following their collection.
- K. The Federation 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.
- L. The Federation 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 Community College community. Therefore, the Board and the Federation agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Federation agrees that it shall not engage in, or counsel or instigate strikes or work stoppages. The Board agrees not to lock out professional staff members.

- M. The Federation President shall be permitted to use his office for Federation business provided this does not interfere with normal responsibilities.
- N. HR shall notify the Federation of any changes in employee status.

Article 4 Teaching Assistants

- A. Staff members who are assigned as teaching assistants to supervise supplemental instructional activities shall not be assigned more than 21 hours of such activities within a normal work week of 35 hours within a five day period. Supplemental instructional activities are any activities outside of the lecture component. Teaching assistants shall not be required to give lectures or take responsibility for students' grades.
- B. Teaching assistants' schedules shall include one hour of prep time and one office hour for each three hours of classroom time to complete their 35 hour work week.
- C. Teaching assistants who are assigned to supervise more than 21 hours of supplemental instructional activities shall be compensated at the overload rate of \$700 per contact hour.
- D. Teaching assistants shall receive \$25 per semester contact hour in addition to their normal compensation for all semester contact hours which they physically conduct within correctional institutions inside Mercer County (including Yardville). For all semester contact hours physically conducted in out-of-county correctional institutions, workload shall be computed at the rate of one and one quarter (1 1/4) semester contact hours per semester contact hour taught.
- E. Unit members substituting for teaching assistants during an instructional activity shall be compensated for such substitution at the normal teaching assistant rate.

Article 5 Individual Professional Staff Contracts

- A. **Appointment and Reappointment**
 - 1. Professional staff members are employed under the terms and conditions of individual contracts and this Agreement. In accordance with law, during the first five (5) years of professional employment, appointments shall be for not more than one (1) year. After five (5) years of employment the employee shall be entitled to two (2) year reappointments. After ten (10) years of employment, the employee shall be entitled to three (3) year reappointments.
 - 2. During the first five (5) years of professional employment, an employee shall receive the following notices of non-reappointment:

New employees on probation	30 calendar days
1st year	60 calendar days
2nd year	90 calendar days
3rd year	120 calendar days
4th year	150 calendar days
5th year	180 calendar days

Starting in the sixth (6) year of employment, the employee is entitled to a full year's notice of non-reappointment. If not so notified, the employee is entitled to a one-year extension of the existing contract.

However, it is recognized that external grant funding may be withdrawn, cancelled or not renewed. In such cases, those professional staff in multiple year contracts whose employment has been contingent upon such grants shall be entitled to immediate notification but no less than 180 days.

3. Administrative staff members who have rank and tenure are entitled, after providing the College with one semester's notice to return to full-time teaching at the beginning of any semester. However, should this return be mandated, the above non-reappointment schedule shall be followed. Those who return to full-time teaching shall be paid in accordance with their academic rank. Seven (7) years service in an administrative position (other than Division Chairperson), while holding a particular rank entitles an individual to maximum pay for that rank.
 4. No employee may be suspended, disciplined, dismissed or reduced in compensation or range at any time during the term of an individual contract without just cause as prescribed by law.
 5. Each year of service to the College described in 2 above shall be regarded as "full-time college teaching" in terms of promotion within the academic department in which the professional staff member holds academic rank and tenure.
 6. New employees are considered to be on probation during their first year. Employees of other units who are promoted into the PSF will be on probation for six (6) months. Part-time employees who have completed two (2) full years of service will also be on probation for six (6) months. If an employee was full-time at the College prior to promotion, they will receive a one-year contract after completing their probationary period on occasion of their annual contract renewal. At the completion of the one-year contract, the employee shall be awarded a multiple-year contract commensurate with years of service according to (A) 1 above.
 7. New employees shall undergo a criminal background check. Continued employment will be dependent upon a satisfactory report as determined by the college.
- B. When a prospective employee is offered a position via an individual contract, he shall be provided with a copy of the Agreement.
1. Each individual contract shall include:
 - a. The name of the College
 - b. The duration for which the appointment is effective
 - c. Position or title
 - d. The specific salary and salary range
 - e. Department
 - f. Special provisions, such as position being contingent upon grant funding.
 2. During the term of existing Contract, the College shall have the right to change an employee's title upon one year's notice. If a Professional Staff Unit member has been given notice of non-renewal of his contract, the College reserves the right to immediately change the employee's job title.

- C. If a full-time professional staff member is hired for less than a full fiscal year, compensation will be equal to the annual salary rate as negotiated for that fiscal year. The person so hired shall be accorded all privileges of a full-time professional staff member.

Article 6 Evaluation

- A. Every professional staff member shall be evaluated at least once each year by his immediate supervisor and/or administrator. This formal evaluation process shall be designed to assist the administrative staff member to improve his performance and shall be based on the responsibilities and duties of the staff member. The final results of the evaluation process shall be reviewed with the staff member in a conference. If the staff member so desires, he may respond to the evaluation in writing, and the original evaluation, as well as the response, must be placed in the personnel folder.
- B. A portion of the evaluation process may include a self-evaluation which requires the staff member to express his approved goals and objectives for the prior year and, based on these, to summarize his achievements at the end of the stated period of time.
- C. Procedures for the evaluation shall continue unless changes are agreed to by the President of the College and the President of the Professional Staff Federation.
- D. The evaluation process may also include peer evaluation, faculty evaluation, and/or student evaluation for appropriate positions.
- E. Probationary staff members shall be evaluated three times during their initial year of employment. These evaluations shall take place at 60, 120 and 180 days.

Article 7 Salary

- A.
 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.
- B. The increase indicated above will be granted only upon evaluation of satisfactory service.

C. Salary Ranges:

All minimums raised by 4.0% in the first year of the contract. All maximums raised 2.1% in each of three years.

	Effective July 1, 2006					July 1, 2007		July 1, 2008		
	Add'l 4%	Adj Min.	6/30/06 Max.	Add'l 2.1%	Max.	Add'l 2.1%	7/1/07 Max.	Add'l 2.1%	7/1/08 Max.	
1.	21,742	870	22,612	60,578	1272	61,850	1299	63,149	1326	64,475
2.	25,616	1025	26,641	68,654	1442	70,096	1472	71,568	1503	73,071
3.	27,586	1103	28,689	74,717	1569	76,286	1602	77,888	1636	79,524
4.	30,541	1222	31,763	78,754	1654	80,408	1689	82,096	1724	83,820
5.	32,510	1300	33,810	84,811	1781	86,592	1818	88,410	1857	90,267
6.	35,467	1419	36,886	88,852	1866	90,718	1905	92,623	1945	94,568
7.	37,438	1498	38,936	93,078	1955	95,033	1996	97,028	2038	99,066

D. Compensation for overload teaching assignments shall be based upon academic rank (tenured or adjunct) as provided in the Agreement between the Board and the MCCC Faculty Association. (Semester contact hours are defined in the current Agreement between the Board and the MCCC Faculty Association.)

E. Professional staff members will receive longevity payments according to the following schedule:

1. Employees who have completed four (4) or more years of service and were hired before July 1, 1996

Four years	\$200.00
Five years	600.00
Ten years	900.00
Fifteen years	1,350.00
Twenty years	1,850.00
Twenty-five years	2,300.00
Thirty years	2,700.00
Thirty-five years	2,900.00

2. Employees who have completed four (4) or more years of service and were hired after July 1, 1996

Four years	\$200.00
Five years	600.00
Ten years	1,000.00
Fifteen years	1,500.00
Twenty + years	2,000.00

3. Longevity payments commence with the first day of the first full pay period following the anniversary of hire. Any such payment shall not be restricted by the maximum in the salary range and shall be included for pension purposes.

F. Professional staff who, at any date after July 1, 2000, complete advanced academic credit as hereinafter set forth, shall receive a base salary adjustment upon proof of same providing that such increases do not cause the individual's salary to exceed the maximum for the rank. The amount of increase shall be:

Master's degree	—	\$300
Master's degree + 30 credits	—	\$500
Doctorate	—	\$750

G. The Board reserves the right, at the recommendation of the President, to grant individual professional staff members, increases which exceed those indicated above, providing these increases do not cause the individual's salary to exceed the maximum for the rank.

H. Supervisors who are eligible for overtime shall continue to be paid overtime as follows:

1. Time and one-half the Supervisor'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 work day of any work week.
 - d. All work performed on a holiday plus the regular day's pay.
 - e. Overtime and Sick Leave — Excused absence of 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 Supervisor's regular rate of pay shall be paid for work under the following conditions.

All work performed on the seventh workday as such of any work week. For Security Supervisors, the sixth day as such is the first day of their normal two days off and the seventh day as such is the second day of their normal two days off.

I. If a pay date falls on a scheduled College holiday, the paychecks will be dated no later than the last work day prior to the holiday.

Article 8 Fringe Benefits and Insurance

A. Pensions

Retirement plans for professional staff members are provided by law.

B. Insurance

1. All individuals participating in Alternate Benefit Program (ABP), Public Employers Retirement System (PERS) and Teacher Pension and Annuity Fund (TPAF) pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, PERS, and TPAF plans.
2. The college will pay the premium for full coverage for the unit member and his eligible dependents provided through the New Jersey State Health Benefits Program or an equal amount for an approved HMO program. The Board reserves the right, after consultation with the Federation, to provide equivalent health benefits through a different contractor.
3. Life insurance coverage under ABP, PERS, and TPAF will be continued for a one-year period if any unpaid leave is granted to fulfill the residency requirement for an advanced degree. This insurance coverage is continued for a two-year period if any unpaid leave is granted for illness. This insurance coverage is continued for up to 93 days for any other unpaid leave.

4. References to spouse(s) and dependent(s) in this Article shall be interpreted to include domestic partners as defined by the New Jersey statutes.

C. Tuition Remission

1. Employees, their spouses and dependent children may attend regular credit courses offered by the College for credit without payment of tuition and fees. However, these individuals are responsible for the difference in extraordinary fees (flight, etc.) over \$125 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. Employees may attend noncredit courses without payment of tuition and fees if said course is deemed work related by the appropriate administrator.
2. Employees may enroll in degree programs offered at other colleges provided that this training shall be of clear benefit to the institution and applicable to the employee's current or prospective position and meet all other criteria as set forth in the Procedures Manual. Reimbursement for such course work shall be at 75% of the applicable Rutgers University rate.
3. Retired employees, their spouses and dependent children shall be permitted to attend regular credit classes offered by the College without paying tuition and fees. Retired employees will be responsible for the difference in extraordinary fees (flight, etc.)

D. Dental Insurance Plan

The Board shall provide a Dental Care Program which shall be administered by the Board and provide benefits to eligible unit employees and their eligible dependents. Participation in the program and selection of coverage shall be voluntary.

E. Prescription Drug Program

The Board will provide professional staff members with a co-payment Prescription Drug Program. This program shall have a co-payment no greater than that agreed to by the State of New Jersey for its own employees.

F. Optical Program

The College will provide unit members with optical insurance as follows:

1. 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.
2. 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.
3. 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.

G. Dinner Allowance

When Professional staff members are assigned by the appropriate administrator

to work during scheduled registration periods beyond their normal work day or at weekend athletic events, the College shall provide dinner or, at the option of the professional staff member, a \$5.00 food allowance. This allowance shall be limited to no more than four (4) times per semester for registration or for weekend athletic events.

H. Medical Benefits at Retirement

The College will provide hospital/medical insurance benefits to eligible employees who retire, consistent with the provisions of Chapter 88, Public Law 1974.

I. Sick Leave Benefit at Retirement

Upon retirement, each professional staff member will receive a payment for a portion of accumulated sick leave according to the following schedule:

Years employed	% of Sick Leave	Maximum Payment
1-19	20%	\$15,000
20-24	25%	15,000
25+	35%	15,000

These payments shall be calculated on a daily rate based on the unit member's final base salary. In the event of the employee's death before retirement his estate will receive the amount due.

- J.** Retired staff members and their spouses will receive a full recreation pass for life. This will include use of the pool and fitness center as long as same exists and are open to the public.

I. Email Benefit at Retirement

When requested, the College will make Internet access and email available to retired employees at no cost through the college system. This shall not be construed to require the college to pay any line charges for phoning into the college.

Article 9 Professional Staff Work Week

- A.** Professional staff members are responsible for the completion of all tasks assigned to them and are evaluated accordingly. While the normal work week is 35 hours (40 hours for maintenance and security supervisors), it is recognized that professional staff members are required, depending upon individual time and circumstances, to perform services that are significantly beyond that which would normally be reasonably accomplished within the usual work week. In such situations, the President, upon recommendation and justification of the appropriate administrator, may authorize supplemental pay. The appropriate administrator may authorize the accrual and use of compensatory time.
- B.** When professional staff members are required due to job responsibilities, by their appropriate supervisors to work beyond their normal work day or on weekends, compensatory time shall be accrued on an hour-for-hour basis. The use of accrued compensatory time must be approved by the appropriate supervisor.
1. A form for compensatory time will be filled out and signed by the appropriate supervisor before any professional staff member is required to work hours as outlined above.
 2. Accrued compensatory time shall be taken as soon as possible, but in no case shall compensatory time be taken later than 12 months from the time it was

accrued. No more than 35 hours of compensatory time shall accrue at any given point unless the employee has been denied the opportunity to take such time. Compensatory time totaling no more than 28 hours per semester may be exchanged for payment.

- C. Professional staff members who normally work a 35 hour work week shall be allowed to adopt summer hours during the period June 1 through August 15. During this period, the work day shall be reduced by one (1) hour. During summer scheduling, professional staff members may, with the approval of the appropriate Vice President, adopt flexible work hours. The summer lunch period shall be reduced by one-half hour. Professional staff members who normally work a 40 hour week shall have a 35 hour schedule during the period June 1 through August 15.
- D. Within the context of a five day work week and seven hour work day, professional staff members may, with the approval of the appropriate administrator, adopt flexible work hours.

Article 10 Leaves

A. General Provisions

- 1. Applications for leave must be submitted in writing sufficiently in advance of desired effective dates to provide for processing. Exceptions may occur in case of illness, death, or national or personal emergencies. Applications must fully explain the purpose and duration of the requested leave and include appropriate substantiation.
- 2. At the conclusion of any leave, an individual shall be reinstated to a position equivalent to that held prior to the leave with at least the same salary and accrued benefits as existed prior to the leave. Prior to a leave, the professional staff member may request and receive clarification of the criteria to be applied for a salary increase at the conclusion of the leave.
- 3. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, the Public Employee's Retirement System, and the Alternate Benefit Plan shall be interpreted from the rules and regulations of same.
- 4. All leave provisions are subject to the provisions of the Family Medical Leave Act (FMLA). In the event that the FMLA provisions grant rights exceeding this contract, the FMLA shall prevail. All leaves covered by the provisions of the FMLA shall run concurrently with FMLA required leave.

B. Paid Leave

1. Sick Leave

- a. Sick leave is occasioned by the absence of an individual from duty because of illness, accident, or exposure to contagious disease and is recorded from the first day of absence.
- b. Under certain conditions, sick leave may also be utilized by the professional staff member to care for a parent, legal guardian, spouse or child who is incapacitated by illness, accident or exposure to contagious disease. In such instances, sick leave may be used by the staff member after all personal and vacation leave has been utilized. In order to use personal sick leave for the care of family members as described above, a physician's letter shall be sub-

mitted by the staff member in support of the request. A maximum of 12 days per 24 calendar months may be used by a staff member for this family care.

- c. Sick leave shall be earned at the rate of one day for each full calendar month of employment. Unused sick leave shall be cumulative.
- d. Any absences in excess of accrued sick leave and not covered by the sick leave bank shall be taken without pay.
- e. Individuals may be required to submit proof of illness if abuse of sick leave is indicated. Where absence because of illness exceeds one calendar month, the absentee must present a statement from a licensed physician explaining the nature of the illness and certifying that he is physically and mentally able to return to work.
- f. In cases of absence in excess of one calendar month, the College may require an examination by a physician in its employ or appointed by it to determine whether the physical and mental condition of the absentee is such that his return to work is in the best interest of the College and the employee. In cases where there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his judgment shall be accepted as conclusive.
- g. Employees covered by this contract shall participate in the Mercer County Professional Staff Federation Sick Bank.

2. Vacation Leave

- a. For employees hired prior to August 10, 2006, vacation leave consists of 21 working days each 12 months. Vacation shall be earned on the basis of five days for each three months' of continuous employment plus one for each 12 months of continuous employment and may be taken only after the appropriate three months or 12 months' employment period.

Effective August 10, 2006, annual vacation schedule for new employees will be as follows:

First calendar year— 1 day per month available after 3 months from date of hire. Thereafter:

Years of Service	Number of Days to be Accrued
2nd	15
6th	18
10th	21

- b. Annual vacation accrual for those unit members who have completed seventeen or more years of continuous full-time service shall be as follows:

Years of Service	Number of Days to be Accrued
18th	22
22nd	23
23rd	24
24th	25
25th and thereafter	26

- c. Vacation leave is credited quarterly and must be taken within two years of its accrual or it is forfeited.
- d. Individuals are entitled to prorated accrued vacation leave or payment for same upon termination of employment.

3. Worker's Compensation

- a. An individual disabled by injury incurred in the performance of his duty will be covered by Worker's Compensation Insurance in accordance with New

Jersey statute. Under these circumstances no sick leave will be charged.

4. Professional Improvement Leave

- a. Professional Improvement Leave is designed to improve College programs and operations throughout the development of individual knowledge and skills. Persons who have completed six (6) continuous years of service at Mercer County Community College subsequent to any previous sabbatical or Professional Improvement Leave are eligible.
- b. The application for Professional Improvement Leave must present a well considered plan designed to increase the individual’s value to the College. Upon returning to the College after such leave, the employee shall submit a full report covering the use of said leave to the President.
- c. Application for leave normally shall be filed at least six months prior to the effective date of the leave.
- d. Leave may be requested for periods of time not to exceed one full calendar year. If granted, the applicant may receive up to full salary for up to one-half year or half-salary for up to a full year.
- e. Professional Improvement Leaves may be used for rendering service in another enterprise or institution. Grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves may be accepted provided the applicant shall fully reveal same. Compensation received by the individual shall be considered when the College sets the percentage of salary to be received during the leave.
- f. The recipient of a leave retains rights of regular employment as if employment has been uninterrupted.
- g. Individuals granted leave are expected to return to duties in the College for at least two (2) years. If they do not return, the entire compensation paid during the leave period must be returned to the College.
- h. It is a general principle that leaves shall not be granted for study toward a degree if opportunity exists within the general geographic area to earn such a degree on a part-time basis.
- i. Responsible administrators shall review applications for leave and make recommendations to the President. The President’s decision is final.

5. Bereavement

The College will permit an employee time off, with pay, to attend the 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, spouse, child, or guardian 5 days
- Brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or grandchild 3 days
- Brother-in-law, sister-in-law, aunt, uncle, niece, nephew 1 day

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

6. Emergency and Personal Leave

- a. Absence to respond to personal emergencies and business will be allowed up to three (3) days per calendar year.
- b. Employees who will have less than 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) 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.

7. Military Duty

Permanent employees shall be granted leave of absence with pay 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. Employees must present the Human Resources Office with a copy of the active duty notice and will be granted military leave which is in addition to annual vacation leave.

8. Jury Duty

It is the policy of the College to permit employees to serve if they are called for jury duty. This paid leave shall be granted to the employee provided that any payment received for such duty is remitted to the College.

9. Holidays

The College shall schedule 13 paid holidays per fiscal year as indicated in the list of holidays. Each Unit Member shall also be entitled to 2 (two) floating holidays each fiscal year taken at any time subject to approval of the immediate supervisor. 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 religious/ cultural observances, it cannot be denied. These floating holidays must be used within the fiscal year.

10. Involuntary Sick Leave

- a. An individual may be placed on Involuntary Sick Leave when it is apparent to the President that he is no longer able physically and/or mentally to discharge his duties in a competent manner.
- b. The President may require in writing that the individual take a physical and/or mental examination at College expense, the results which may be used for determining Involuntary Sick Leave.
- c. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the individual, one selected by the Board, and one mutually agreed upon by both parties.
- d. An individual requesting return from Involuntary Sick Leave may return only upon the recommendation of the President and approval of the Board. The request to return must be made at least 60 days prior to the return date.

C. Unpaid Leaves of Absence

1. Childbearing

- a. Upon request, a pregnant professional staff member shall be granted a leave of absence without pay if application is made at least two (2) months prior to the requested commencement of such leave. This leave shall be for a maximum of one (1) year.
- b. A professional staff member who has been granted such a leave may return to

work as soon as she is physically able. However, she must notify the Board of her intention to return at least 60 calendar days prior to the effective date of return.

2. **Family Responsibility**

- a. A professional staff member who adopts a child, assumes the legal responsibility for a family, acquires a family by marriage, or acquires other major family responsibilities requiring extensive personal attention, should normally apply for a leave of absence without pay at least two (2) months prior to the requested commencement of such leave. In emergency situations this time period may be shortened or waived.
- b. A professional staff member who has been granted such a leave may return to work as soon as possible. However, he must notify the Board of his intention to return at least 60 calendar days prior to the effective date. Normally, he shall return not later than one (1) year from the date on which the leave commenced. Under extraordinary circumstances, he may apply for an extended leave of up to one (1) additional year.

3. **Other Unpaid Leaves**

Administrators may make recommendations to the President with respect to unpaid leaves of absence for reasons of health, public service, enhancement of professional qualifications through work experience, teaching or service at another institution. Such leaves may be granted for periods up to one (1) year and may be renewable for a second year.

D. **Sick Leave Bank**

1. The Board will maintain a Professional Staff Federation Sick Leave bank and will contribute to the sick leave bank 1/4 day per month for each full-time professional staff member.
2. Total sick leave bank accumulation shall not exceed 1,500 days.
3. HR shall maintain a record of contributions and withdrawals from the sick leave bank.
4. A professional staff member who has completed at least one continuous year of service with the College may present a claim against the sick bank only after all accrued sick and vacation leave are exhausted with a maximum draw of 90 days on sick bank per 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. Upon presenting a claim to the sick leave bank, the professional staff member or his designated representative must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The Board reserves the right to employ its own licensed physician to render an independent judgment. Claims validated as above will be honored for the total number of days of absence from work with 80% of salary for those who have at least one (1) year of continuous service. No partial days may be claimed.
7. In the event of a serious illness (or illnesses) 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.

8. Childbearing is considered to be an illness under the terms of this article, within the limitations of section 6 above.
9. In the event of a terminal illness, a professional staff member can withdraw up to an additional 18 weeks coverage at 25% of salary.

Article 11 Rights to Teaching Overloads

- A. Members of the professional staff who hold rank and tenure earned as teaching faculty members (or who have completed two or more years of full-time teaching at MCCC with satisfactory evaluations and who continue to receive satisfactory evaluations of overload teaching performance) will be offered overload teaching assignments for which they are deemed qualified and which are available outside the normal work day, after normal load and assignments for full-time staff have been met, and before assignments are offered to part-time (adjunct) employees.
- B. Other members of the professional staff who are deemed qualified for teaching assignments will be given consideration for overload teaching assignments upon request and before assignments are offered to part-time (adjunct) employees.
- C. Professional staff members who hold academic rank shall be considered for promotion in academic rank upon request.
- D. Professional staff members who teach at the College after retirement shall receive the faculty overload rate.

Article 12 Personnel Files

Secure and official personnel files for professional staff members shall be maintained in accordance with the following procedures:

- A. Security shall be understood to mean that a limited number of people shall have access to computerized personnel files. A list of persons with access to the files shall be made available to the President of the Local. The President of the Local shall be made aware of any known security breaches.
- B. Administrators with supervisory responsibility for professional staff members must place in the files all available pertinent information indicating competencies, achievements, research, performance or contributions of an academic or professional nature. All such material received from responsible sources must be signed and dated by the person(s) originating same and placed in the personnel file as soon as possible after origination. Material not conforming to the above criteria with the exception of fringe benefit information/evaluations shall not be placed in the file or retained for a period longer than five (5) years. Exceptions to this policy may be appealed to HR.
- C. A notice that material is being placed in the file originating from anyone other than the professional staff member will be forwarded to him/her within three (3) working days of such placement.
- D. To help ensure the integrity of the file, professional staff members shall be given the opportunity to review the contents of their files at their request. The professional

staff member must sign the register and a staff member shall remain in the area to ensure the security of the file.

- E. Materials assembled prior to employment which constitute “Pre-employment File” shall not be made available to the professional staff member and shall not be used as evidence in discipline and discharge proceedings. This file shall include such items as:
 - 1. Letters of reference and recommendations.
 - 2. Placement records which contain references.
 - 3. Transcripts restricted by the sending institution.
- F. No material will be removed from the official personnel file without immediately notifying the professional staff member in writing. Items previously placed in the file at the request of the employee will be returned to said employee.
- G. A representative of the Association may, at the professional staff member’s request, accompany said person while he reviews his file.
- H. The professional staff member has the right to reply in writing to any document which is placed in the file. This reply shall immediately precede the item to which it is a reply.
- I. If a unit member objects to an item(s) in his personnel file on the basis of inaccuracy or impropriety, he may present the Human Resources Office with a written request that the item(s) be reviewed for removal (or replacement, as appropriate). This request must contain a detailed explanation of the objection and the desired resolution. HR will consult with all persons concerned and will provide the unit member with a final, full and complete written response within four (4) weeks or receipt of the request. While an item is under review, it shall not be excluded from the file, but a copy of the request for review shall be attached to the document containing the item in question. If a response is not provided within four (4) weeks, the item shall be temporarily removed from the file until a response is provided.

Article 13 Grievance Procedure

- A. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.
- B. **Definitions**
 - 1. **Grievance**

A “grievance” is an allegation by a professional staff member or the Federation that there has been a misinterpretation, misapplication or violation of this agreement.
 - 2. **Aggrieved Person**

An “aggrieved person” is the person or persons or the Federation making the allegation.
 - 3. **Working Day**

A working day is any weekday (Monday-Friday) of the year except for official College holidays.

C. **Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Any grievance not advanced to the next step by the professional staff member or their representative within the time for the step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

D. **Steps**

- 1. A professional staff member with a grievance shall first discuss it with his immediate supervisor or Administrator, as appropriate, either directly or through the Federation’s designated representative, with the objective of resolving the matter informally.
- 2. **Level One — Administrator or their Representative**
 - a. If the grievance is not resolved at the informal step, the professional staff member or his representative may, within 30 working days from the date on which the action which is the subject of the grievance took place, or the date when the individual professional staff member should have known of its occurrence, submit a written statement of the grievance to the appropriate administrator. This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at Level One the grievant discovers further violation, misinterpretations, or misapplications of this contract which directly relate to the grievance, these may be incorporated through an amended statement of grievance. The administrator or his representative shall conduct a hearing within ten (10) working days from receipt of the statement of grievance. The administrator or his representative shall respond with a written decision within ten (10) working days of such hearings.
- 3. **Level Two — President or a Representative**
 - a. If the grievance is not resolved at Level One, the professional staff member or a representative may file the grievance with the President providing he or his representative does so within ten (10) working days of receipt of the decision at Step one.
 - b. The President or a representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or the representative shall respond in writing to the grievant or his representative within ten (10) working days of such hearing.
 - c. Level Two is the final step to which a grievance concerning reappointment, tenure or promotion, or any grievance unrelated to this Agreement may be advanced.
- 4. **Level Three — Arbitration**
 - a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the employee may, within 20 working days after the decision by the President, request in writing that the Federation submit the grievance to arbitration. If the Federation determines that the grievance is meritorious, it may submit the grievance to arbitration within 20 working days after receipt of the decision rendered at Level Two.
 - b. Within ten (10) working days after such written notice of submission of arbi-

tration, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of contract provisions dealing with professional responsibilities and work assignments shall be advisory.
- d. Decisions of the Arbitrator with respect to all other grievances (exclusive of D-3c and D-4c above) shall be binding.

E. Duties of the Arbitrator

1. The Arbitrator shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his decision not later than 20 working days from the closing date of the hearings or, if oral hearings have been waived, from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
2. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the Arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this agreement have occurred.
3. The Arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters concerning reappointment, tenure or promotion. These grievances shall not be advanced beyond Level Two in this procedure.
4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

F. Rights of Professional Staff Members to Representation

1. Professional Staff Member and Association
Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at his option, by a representative selected or approved by the Federation. When a professional staff member is not represented by the Federation, the Federation shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.
2. Reprisals
No reprisals of any kind shall be taken by the Board or by any member of the Administration against any College employee, any representative, any member of the Federation, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Separate Grievance File
All documents, communications and records dealing with the processing of a

grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. Meetings and Hearings

All meetings and hearings under this provision shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

3. Availability

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

4. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Federation the grievance affects the welfare of the professional staff, the grievance procedure may be continued as a grievance of the Federation. The withdrawal of the grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

Article 14 Professional Improvement

- A. The College shall consider the needs and desires of professional staff members to pursue formal education.
- B. The Board may authorize a professional staff member to attend academic conferences, professional meetings, or workshops offered by educational institutions or other organizations designed to increase the professional staff member's value to the College. In such cases, the College will reimburse the professional staff member for all expenses incurred.
- C. In addition, the Board may authorize a professional staff member to attend entirely or partially at his own expense such activities related to his role at the College.

Article 15 Travel

- A. Professional staff members teaching courses or conducting other bona fide College activities as part of his normal load shall be paid at the rate paid by the County of Mercer for the extra mileage attributable to such activity. "Extra mileage" is defined as that mileage over and above the mileage normally driven by the professional staff member to and from his home to his primary work location.
- B. If a professional staff member is required to travel on authorized College business which may include conferences and professional meetings, he will be reimbursed for his expenses. Authorized use of a personal vehicle will be at the rate indicated above.
- C. Professional staff members are not required to transport students in their personal vehicles.

Article 16 Professional Staff Facilities

- A. The Board will attempt to ensure that professional staff members are assigned of-fices which are appropriate to their responsibilities.
- B. Staff lounges and conference rooms will be provided in various College buildings.
- C. Parking shall be provided at all College locations at no cost for professional staff members.
- D. A staff dining room will be maintained on the West Windsor Campus and at the James Kerney Campus.
- E. Each professional staff member shall be provided with a lockable file cabinet or desk that is accessible to the professional staff member and a duly authorized agent of the College.
- F. A recreational pass including use of the Fitness Center and the pool will be free to each employee and spouse.

Article 17 Production and Use of Instructional Materials

- A. In the event that a professional staff member is selected as an author for an instructional development project, the appropriate provisions of the current Agreement between the Board and the MCCC Faculty Association shall apply.
- B. In all cases in which professional staff members perform roles in connection with the production of instructional materials, the individual's salary shall constitute complete payment for all services rendered, and no residual benefits shall apply, except in extraordinary cases in which a special contract may be negotiated in advance.

Article 18 Professional Freedom

- A. When a professional staff member speaks, writes, or acts as a citizen, the employee is free from College censorship and discipline, but has the obligation to indicate that they are not a College representative, unless so authorized, because the public may judge his profession and the College by his words and actions.
- B. A professional staff member is free to do research and publication, where these activities do not interfere with his responsibilities to the College.
- C. When functioning in an instructional capacity, a professional staff member is free in the classroom to discuss controversial issues relating to the subject but is obligated to be aware of the potential influence on the opinions and values of the students and of the responsibility for achievement of the course objectives.

Article 19 Representation Fee

- A. If a Professional Staff member does not become a member of the Federation dur-

ing any membership year (from September 1 to the following August 31) which is covered by this Agreement, said Professional Staff member will be required to pay a representation fee to the Federation for the membership year. The purpose of this fee will be to offset the per capita cost of services rendered by the Association as major-ity representative.

- B. Prior to the beginning of each membership year, the Federation will notify the Board in writing of the amount of the regular membership dues, initiation fees and as-sessments charged by the Federation to its own 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 the Federation as allowed by law.
- C. Once during each membership year covered in whole or in part by this Agreement, the Federation will submit to the Board a list of those professional staff members who have not become members of the Federation for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each professional staff member who is not a member of the Federation.
- D. Except where otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Federation will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Federation.
- E. The Federation will notify the Board in writing of any changes in the list provided for in paragraph A above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.
- F. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Federation a list of all employees who began their employment in the bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees. This list will also include any change in employment status.
- G. The Federation shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article.

Article 20 Release Time for Federation Officials

Leave of absence without loss of pay to attend conventions of the American Federation of Teachers, the New Jersey State AFL-CIO and the New Jersey State Federation of Teach-ers, not exceeding four (4) days in one calendar year may be used by Federation officials or delegates.

Article 21 Application of Provisions of Agreement

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

- B. Any individual contract between the Board and an individual Professional Staff member heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Federation agree that there shall be no discrimination, and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer or discipline of Professional Staff members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, marital status, or other aspects of personal lifestyle unrelated to professional responsibilities.
- D. Copies of this Agreement shall be duplicated at the expense of the Board within 30 days after the Agreement is signed and presented to all Professional Staff members employed or hereafter employed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

Jacob Eapen
 Vice President for Administration and Chief Business Officer
 Mercer County Community College
 PO Box B
 Trenton, New Jersey 08690

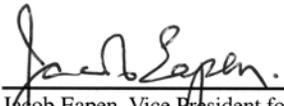
Maria Tazza
 President, MCCC Professional
 Staff Federation
 Mercer County Community College
 PO Box B
 Trenton, New Jersey 08690

This Agreement has been duly ratified by the Mercer County Community College Professional Staff Federation on August 10, 2006 and by the Board of Trustees of Mercer County Community College on August 24, 2006.

 _____ Thomas N. Wilfrid, Acting President Mercer County Community College	 _____ Maria Tazza President, MCCC Professional Staff Federation
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ATTEST:

ATTEST:



Jacob Eapen, Vice President for Administration
and Chief Business Officer



Lynn M. Holl
MCCC Professional Staff Federation



Vanessa M. Wilson
Executive Director, Human Resources



Francis J. Paixao
MCCC Professional Staff Federation



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

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