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AGREEMENT

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MERCER COUNTY
COMMUNITY COLLEGE

and

LOCAL 2473 OF
THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO



Effective October 18, 1972

Officers

J. CIPRIANI

President

J. WINGATE

Vice President

V. MARTINO

Treasurer

B. CAMPBELL

Secretary

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COMMUNITY COLLEGE**

and

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THE AMERICAN FEDERATION
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ARTICLE I RECOGNITION

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

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

ARTICLE II DUES DEDUCTION

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

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

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

A Dues Deduction Authorization Form, which may be received at any time, will be considered valid for the term of this agreement. The Secretary-Treasurer of the union shall notify the College of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

All dues collected by payroll deductions in the preceding month will be transmitted by College check and with any records of corrections or adjustments to the Treasurer of AFSCME on the regular workday closest to the fifteenth of the next succeeding month.

The Board agrees to be wholly responsible for the security of all funds withheld as dues deductions during any month until the monies have been transmitted to the Treasurer of AFSCME.

ARTICLE III CALL-IN-TIME

Any employee who is requested and returns to work during periods other than his/her regularly scheduled shift shall be paid time and one-half for such work and be guaranteed not less than three (3) hours pay at an overtime rate, regardless of the number of hours actually worked.

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

ARTICLE IV

PAY SCALES OR RATES OF PAY

1. The pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

2. During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.

3. Any employee who works above his classification in the categories of Security Officer, Custodial Team Leader, or Maintenance Specialist, when the individuals normally filling these positions are absent, for at least four (4) hours in any work day, shall receive the higher rate of pay for such work.

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

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

ARTICLE V SICK LEAVE BANK

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

2. Total sick leave bank accumulations shall not exceed four hundred (400) days.

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

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

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

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

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

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

9. Upon presenting a claim to the sick leave bank, the employee or 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.

10. No claims may be presented in any case related to pregnancy.

ARTICLE VI SENIORITY

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

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

3. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off.

4. An employee who is reinstated after a period of layoff shall be continued retroactively exclusive of the period of layoff.

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

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

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

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 classification 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. Where such vacancy occurs, or where there is a change in the number of employees per shift, a senior employee will not be permitted or required to wait longer than one 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.

ARTICLE VII DISCIPLINE OR DISCHARGE

The Supervisor may impose for cause suspension without pay for one day. If suspension is to exceed this period, a conference must be held with union representatives to discuss and resolve the case and the employee must be given 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, but not limited to, stealing, drunkenness, found to be under the influence of drugs, or commits willful destruction of property. If such is the case, the em-

ployee will be dismissed immediately with wages paid only until the date of dismissal.

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

ARTICLE VIII PROBATIONARY PERIOD

1. The first ninety (90) days of employment will be an evaluation period for the supervisor and the new employee. During this period, the employee may be terminated at any time.

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

ARTICLE IX LATENESS AND ABSENCE

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

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

ARTICLE X AUXILIARY BENEFITS

All full-time employees will be permitted to take any courses that are offered by the College, without tuition charge, during their own time. If, in the

opinion of his supervisor, a course which is given during the normal working hours would benefit the employee and the College, the supervisor will, at his discretion, schedule the employee's work hours so that he shall attend the course.

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

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

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.

ARTICLE XI INSURANCE AND RETIREMENT BENEFITS

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

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

ARTICLE XII GRIEVANCE PROCEDURE

1. Definition

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

2. Procedure

Informal

Within five (5) days of the time a grievance arises or within five (5) days of the date when the grievant should know of its occurrence the employee either di-

rectly or accompanied by his steward, will present the grievance to his supervisor. Within two (2) working days after presentation of grievance, the supervisor shall give his answer orally to the employee.

Step One

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

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

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

Step Two

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

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

Step Three

A. Within ten (10) working days after receiving the decision of the Director of Personnel an appeal from the decision may be made to the President. It shall be in writing and accompanied by a copy of the decision at Step Two.

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

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

D. The union may not present any allegation not presented in Step Two.

3. Appearance and Representation

A. 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

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

5. Arbitration

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

6. The decision of the arbitrator shall be advisory on both parties; it being expressly understood that such arbitration is limited exclusively to the provisions of this Agreement.

7. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

8. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

ARTICLE XIII MANAGEMENT-UNION CONFERENCES

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

ARTICLE XIV NON-DISCRIMINATION

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

ARTICLE XV BULLETIN BOARDS

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

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

ARTICLE XVI UNION REPRESENTATIVES

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

2. The College agrees to recognize a maximum of two (2) stewards selected by the Union. A steward shall be granted a reasonable amount of time during

his regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union president shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to present, discuss and adjust grievances with the College. Neither a steward nor a Union officer shall leave his work without first obtaining the permission of his immediate supervisor, which permission shall not be unreasonably withheld.

3. Mercer County Community College agrees to permit Union delegates employed by the College to take time off without loss of pay for the purpose of attending Union conventions, conferences, or educational classes. During the duration of this contract, the total number of days available to union delegates collectively, no matter how distributed among delegates, shall not exceed an aggregate of ten (10) days.

ARTICLE XVII PAID LEAVES OF ABSENCE

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

2. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to such an employee for disability leave, shall be reduced by the amount of Workmen's Compensation paid under the New Jersey Workmen's Compensation Act, for temporary disability. Such

leave shall be limited to a maximum of one (1) year from the date of injury.

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

(a) Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon his spouse or children who are seriously ill.

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

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

6. Employees covered by the provisions of this Agreement, shall be entitled to two (2) days a year leave of absence with pay for personal business. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization by said supervisor. The College reserves the right to deny request for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

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

8. *Jury Duty*

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

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

ARTICLE XVIII

NON-PAID LEAVES OF ABSENCE

1. *Maternity Leave*

Upon written request, a female employee who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence without pay not to exceed one year. Expectant mothers shall request a leave five (5) months prior to the expectant birth.

Leave should begin within the first five (5) months of pregnancy or at a time that is reasonable to both the employee and the College and in the best interest of the College.

An employee granted Maternity 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.

Any employee on Maternity Leave may return to employment six (6) months after the birth of the child. She may return earlier upon advice of her physician.

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

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

ARTICLE XIX VACATION

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

One to Five Years — 10 Working Days

Five to Ten Years — 15 Working Days

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

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

4. Vacation allowance must 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.

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

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

ARTICLE XX SHIFT PAY

1. Employees working on shifts of which the majority of working hours fall between 11:00 P.M. and 7:00 A.M. shall receive in addition to their regular pay, an additional ten cents (10¢) 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 ten cents (10¢) per hour.

ARTICLE XXI SAFETY AND HEALTH

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

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

ARTICLE XXII ENTIRE UNDERSTANDING

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

ARTICLE XXIII CLASSIFICATIONS

The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

If during the term of this Agreement the College determines that new classifications be established or that changes be made in existing classifications and the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective. Should the parties fail to agree the matter will be referred to the grievance procedure commencing with Step Three.

ARTICLE XXIV OVERTIME

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

(a) Daily — All work performed in excess of eight (8) hours in any work day;

(b) Weekly — All work performed in excess of forty (40) hours;

(c) All work performed on the sixth work day as such of any work week;

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

(e) Overtime and Sick Leave

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

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

(a) All work performed on the seventh work day as such of any work week. For Security personnel, the sixth work 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.

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

If, because of refusals to work overtime, there are an insufficient number of employees available to perform the overtime work, the College may assign the overtime work to the least senior employee who has the qualifications and abilities to perform the work.

ARTICLE XXV HOLIDAYS

1. The College shall schedule no less than thirteen (13) paid holidays during each fiscal year. Holidays will be scheduled prior to the start of each fiscal year and they shall be recognized paid holidays whether or not worked.

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.

ARTICLE XXVI WORK RULES

The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

ARTICLE XXVII MEMBERSHIP PACKETS

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

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

ARTICLE XXVIII PRINTING OF AGREEMENT

The College will pay for the printing 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 XXIX CONTRACTING AND SUB-CONTRACTING OF WORK

During the term of this Agreement, the College shall not contract-out or sub-contract any public work performed by employees covered by this Agreement that would mean the 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.

ARTICLE XXX SEVERANCE PAY

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

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

2. An Employee separated from the service of the Employer by the Employer for any reason shall receive severance pay in addition to any other compensation that may be due the Employee.

Separated Employees shall receive severance pay at the rate of one week's pay for each year of service or major fraction thereof worked. Severance pay shall be computed at the Employee's highest weekly earnings during the 12 month period immediately preceding separation.

ARTICLE XXXI E.E.A. EMPLOYEES

All employees hired under the Economic Employment Act shall be entitled to all benefits covered by this Agreement exclusive of the PERS and in accordance with Economic Employment Act regulations.

The College will advance E.E.A. Employees to regular budgeted positions as they become vacant as long as the E.E.A. Program remains in existence and provided the College continues to be a recipient of E.E.A. funds sufficient to support the present eight positions.

ARTICLE XXXII

PART-TIME AND STUDENT HELP

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

Student help will not be used to replace regular members of the work force. However, the college is not otherwise limited in its employment of students.

ARTICLE XXXIII BOARD'S RIGHTS

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

ARTICLE XXXIV NO STRIKE

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 XXXV 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.

APPENDIX A

PAY AND CLASSIFICATIONS

Classification	Annual Rate of Pay January 1, 1974
Maintenance Specialist (Electrical), (Plumbing), (Carpentry) ..	\$10,000
Maintenance Repairman I	\$ 9,000
Maintenance Repairman II	\$ 8,000
Maintenance Repairman III	\$ 7,000
Receiving & Supply Agent	\$ 8,500
Custodian Team Leader	\$ 7,500
Custodian	\$ 7,000
Security Officer	\$ 8,000
Security Guard	\$ 7,000

All employees will be given raises which will bring them to the above listed pay levels by January 1, 1974. One-third of the difference between individual employee pay at this date and pay at January 1, 1974 will be awarded retroactive to July 1, 1972, another third will be awarded on July 1, 1973, and the last third awarded on January 1, 1974.

It is understood that if necessary these terms will be submitted to the Pay Board for approval. The College will make every effort to insure that such approval is obtained.

ARTICLE XXXV TERMINATION

This agreement shall be effective as of October 18 of 1972 and shall remain in full force and effect until the 30th day of June, 1974. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

Mercer County Community College

RICHARD GREENFIELD, President

Attest: John P. Hanley

Local 2473, American Federation
of State, County and Municipal
Employees, AFL-CIO.

JOSEPH CIPRIANI

Attest: Jack Merkel