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A G R E E M E N T B E T W E E N

THE BOARD OF TRUSTEES OF MERCER COUNTY COMMUNITY COLLEGE
OPERATING UNDER PROVISION OF PUBLIC LAWS OF
1969, CHAPTER 303 OF THE STATE OF NEW JERSEY.

A N D

THE PROFESSIONAL STAFF ASSOCIATION OF MERCER COUNTY COMMUNITY COLLEGE

1978 - 1980



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DURATION OF THE AGREEMENT

This Agreement will become effective on July 1, 1978 and will continue in effect until June 30, 1980.

This Agreement is subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. 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, 1979.

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Professional Staff Association 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 appointments which do not carry academic rank.
- C. The employees excluded are:
- President, Exec. Asst. to the President, Asst. to the President, etc.
- Deans, Associate Deans, Assistant Deans, etc.
- Employees in the Personnel Services Department
Director, Management Information Services
Department Chairpersons
Technical Assistants and Sr. Technical Assistants
Employees represented by other collective bargaining units.
Confidential employees exempt from other collective bargaining units
- All part-time employees

Recognition of Employee Representative

- D. Unless otherwise indicated, the term "Association," when used hereinafter in this Agreement shall refer to the Mercer County Community College Professional Staff Association.
- E. Unless otherwise indicated, the term "Professional Staff Member", when used hereinafter in this Agreement, shall refer to all college employees represented by the Association 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 this 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.

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement no later than 120 days prior to the Board's required budget submission date for the fiscal year following expiration of this contract.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data, and information relevant to negotiating a successor Agreement.
- C. 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 counter-proposals in the course of negotiations subject to approval by the Board and the Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. 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.

ARTICLE II
NEGOTIATION PROCEDURE

- F. 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 Association, 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.
- G. 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 representatives of either party.

ARTICLE III
RIGHTS OF THE PARTIES

- A. The Board agrees to furnish the Association on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Association, 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 Association will be permitted to conduct a meeting beginning at 4:00 p.m. on a regular work day.
- C. Members of the Association employed by the Board may be permitted to transact official Association 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 Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangement shall be made in advance

Article III
Rights of Parties

- 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 Association.
- E. The Board agrees that the Association has the sole financial responsibility for the placing and receiving of all long distance telephone calls related to Association affairs.
- The Association agrees to provide, at its own expense all materials and supplies necessary for the conduct of the Association's affairs except that the Board will allow use of a typewriter and spirit duplicator (ditto) machine and all facsimile reproduction machines.
- F. The Board agrees to provide bulletin boards for the exclusive use of the Association in mutually agreed upon areas. The Association shall have the right to post bulletins and notices relevant to the employees it represents on designated Association bulletin boards. These bulletin boards shall measure 3 feet by 4 feet and be for the exclusive use of the Association.

Article III
Rights of Parties

- G. The Association may use the interoffice mail facilities for official Association business providing this does not interfere with normal College operations.
- H. The Association 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 Association may speak to any point on 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, he may do so providing he has 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 Association in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15 9e) and under similar rules established by the State Department of Education. Said monies together with current records of any collections shall be transmitted to such person as may be designated by the Association. The person designated shall disburse such monies to the appropriate Association or Associations. Copies of Chapter 233, may be obtained from the Association President. These monies shall be transmitted by the 10th of the month following their collection.

Article III
Rights of Parties

- K. The Association 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 Association 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 the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association 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 Association President shall be permitted to use his or her office for Association business provided this does not interfere with normal responsibilities.

ARTICLE IV

THE ROLE OF THE PROFESSIONAL STAFFA. BOARD RESPONSIBILITY

1. Each professional staff member shall be provided with a written statement of job responsibilities.
2. Annual objectives where required, shall be developed in consultation with the professional staff member.
3. Individual duties and objectives will be developed with full consideration of individual professional staff talents, interests and professional goals, consistent with College, Division, and Department or Office concerns.
4. Professional staff members will be informed in writing of the College policies and procedures which relate to their role.

B. INDIVIDUAL RESPONSIBILITY

1. The professional staff member has the responsibility to carry out the duties of his position, subject to applicable College policies and procedures and this Agreement.
2. The professional staff member, according to the nature of the position, shall take appropriate action to develop, allocate and preserve all resources of the institution, material and human.

ARTICLE V

INDIVIDUAL PROFESSIONAL STAFF CONTRACTSA. 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. Subsequent appointments shall be for at least two (2) years.
2. During the first five (5) years of professional employment an employee shall receive the following notices of non-reappointment:

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

After five (5) years of employment, the employee is entitled to a full year's notice of non-reappointment. After ten (10) years, he is entitled to fifteen (15) months' notice, and after fifteen (15) years he is entitled to eighteen (18) months' notice. If not so notified, the employee is entitled to a one-year extension of the existing two-or-more-year contract.

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 Department 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.
- B. When a prospective employee is offered a position via an individual contract, he shall be provided with a copy of the Agreement.
- C. Each individual contract shall include:
1. The name of the College
 2. The duration for which the appointment is effective
 3. Position or title
 4. The specific salary and salary range
 5. Department
 6. Special provisions, such as position being contingent

Article V
Individual Professional Staff Contracts

upon grant funding.

- D. Each individual contract shall be mailed to the professional staff member at least two weeks prior to the due date of return.
- E. Upon signing and returning the contract, the professional staff member is committing himself to employment at the College in accordance with the terms of the contract and the Agreement. In the event any professional staff member is not certain that he will be able to perform in accordance with the provisions of the contract, he should discuss his situation in detail with the appropriate director and/or dean and the Association prior to signing an amended contract if such is agreeable to the Board.
- F. Under extraordinary circumstances, it may become necessary to hire a full-time professional staff member for less than a full fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. He shall be accorded all privileges of a full-time professional staff member.

ARTICLE VI

EVALUATION

Every professional staff member shall be evaluated at least once each year by his immediate supervisor and/or Dean. 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.

A portion of the evaluation process may include a self-evaluation which requires the staff member to express his goals and objectives for a semester or year in writing in advance and, based on these, to summarize his achievements at the end of the stated period of time.

Forms and procedures for the above in effect as of May 1, 1978, shall continue in effect until replacement forms and procedures are agreed to by the President of the College and the President of the Professional Staff Association.

Article VI
Evaluation

The evaluation process may also include peer evaluation, faculty evaluation, and/or student evaluation for appropriate positions, according to forms and procedures to be agreed upon by the President of the College and the President of the Professional Staff Association.

ARTICLE VII

SALARY

- A. For fiscal year 1978-9, professional staff members who were employed for the 1977-8 fiscal year shall receive an amount equal to their 1977-8 base salaries plus a salary increase of 7%. Professional staff members employed after July 1, 1977 shall receive a prorated increase according to length of service during 1977-8. However, such increases shall not bring an individual's salary beyond the maximum for the assigned range as indicated in D below.
- B. For fiscal year 1979-80, professional staff members who were employed for the 1978-9 fiscal year shall receive an amount equal to their 1978-9 base salaries plus a salary increase of 8%. Professional staff members employed after July 1, 1978 shall receive a prorated increase according to length of service during 1978-9. However, such increases shall not bring an individual's salary beyond the maximum for the assigned range as indicated in D below.

C. The increases indicated above will be granted only upon evaluation of satisfactory service.

D. Salary Ranges:

#	1978-9		1979-80	
	Min.	Max.	Min.	Max.
1	9,500	16,050	10,000	17,013
2	11,500	18,190	12,000	19,281
3	12,500	19,795	13,000	20,983
4	14,000	20,865	14,500	22,117
5	15,000	22,470	15,500	23,818
6	16,500	23,540	17,000	24,952
7	17,500	24,610	18,000	26,087
8	18,500	25,680	19,000	27,221

E. Compensation for overload teaching assignments shall be based upon academic rank (tenured or adjunct) as follows:

Lecturer, Asst. Instructor, Instructor:

\$310 per semester contact hour or equivalent

Assistant Professor, Associate Professor, Professor:

\$325 per semester contact hour or equivalent

Semester contact hours are defined in the 1978-80 Agreement between the Board and the MCCC Faculty Association.

- F. Professional staff members who have completed 5 years of continuous service shall have \$200 added to their gross annual pay, commencing with the first day of the first full pay period following said anniversary of hire, and for the completion of each additional five years of service (calculated in the same manner using anniversary dates) shall have added to their gross annual pay an additional \$200. Such payments shall not be restricted by the maximum in the salary range and shall be included for pension purposes.
- 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 were eligible for overtime during 1977-78 shall continue to be paid overtime as follows:
Time and one-half the Supervisor's regular rate of pay shall be paid for work under any of the following conditions:
- (1) Daily -- All work performed in excess of eight (8) hours in any work day.
 - (2) Weekly -- All work performed in excess of forty (40) hours.

Article VII
Salary

- (3) All work performed on the sixth work day as such of any work week;
- (4) All work performed on a holiday plus the regular day's pay;
- (5) Overtime and Sick Leave -- 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.

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

- (1) All work performed on the seventh work day 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.

ARTICLE VIII

FRINGE BENEFITS AND INSURANCEA. Pensions

Retirement plans for professional staff members are provided by law.

B. Insurance

1. All individuals participating in Alternate Benefit Program (TIAA/CREF), PERS and TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, TPAF and PERS plans.
2. Professional staff members may participate in the Public School Employees' Health Benefit Act of the State of New Jersey, which will cover employees and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.
3. The College will pay the premium for full coverage for the professional staff member and his eligible dependents under the basic Blue Cross/Blue Shield, Rider J programs or HMO programs provided through the New Jersey State Health Benefits Program. The

College will also pay the premiums for Major Medical coverage for both the employee and his eligible dependents who are covered under the basic Blue Cross/Blue Shield plan.

- 4 Life insurance coverage under ABP, TPAF and PERS will be continued for a one year period if any unpaid leave is granted to fulfill the residency requirement for an advanced degree or for maternity. This insurance coverage is continued for a two year period if any unpaid leave is granted for illness.

C. Tuition Remission

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

D. Dental Insurance Plan

The Board will establish a Dental Care Program to be available July 1, 1978. The Program shall be administered by the Board and shall provide benefits to eligible unit employees and their eligible dependents.

The Board contribution to each employee shall not exceed \$175 per year for fiscal year 1978-79 with any balance of premium to be paid by the employee. The Board contribution for fiscal year 1979-80 shall not exceed \$190 per employee.

E. Prescription Drug Program

The Board will provide professional staff members with a \$1.00 co-payment Prescription Drug Program (exclusive of contraceptives) in conjunction with Blue Cross/Blue Shield.

ARTICLE IX

PROFESSIONAL STAFF WORK WEEK

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 of the appropriate Dean, may authorize supplemental pay upon the recommendation and justification of the Dean. Compensatory time may be authorized upon the approval of the Dean.

Individuals whose normal work day is 9 AM to 5 PM may, with the approval of the Dean, adopt flexible summer hours which contain the period 9 AM to 4PM, such as 8 AM - 4 PM, 8:30 AM - 4:30 PM, etc.

ARTICLE X

LEAVESA. 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.
3. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, and the Public Employee's Retirement System, and the Alternate Benefit Plan shall be interpreted from the rules and regulations of same.

B. Paid Leave1. 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. Sick Leave shall be earned at the rate of one day for each full calendar month of employment. Unused sick leave shall be cumulative.
- c. Any absences in excess of accrued sick leave and not covered by the sick leave bank shall be taken without pay.
- d. Service prior to July 1, 1967 on the staff of Trenton Junior College shall be taken into account at the rate of five (5) days for each year of said prior service, up to a maximum of fifty (50) calendar days.
- e. Individuals may be required to submit proof of illness. 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/she 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 to the best interest of the College. 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 shall participate in the Mercer County Community College Professional Staff Association Sick Bank.

2. Vacation Leave

- a. Vacation leave consists of twenty-one (21) working days each twelve months. Vacation shall be earned on the basis of five days for each three months of continuous employment plus one for each twelve months of continuous employment and may be taken only after the appropriate three months' or twelve months' employment period.
- b. Vacation leave must be taken within two years of its accrual or it is forfeited.
- c. Individuals are entitled to 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

Article X
Leaves

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 through the development of individual knowledge and skills. Persons under the age of sixty-five (65) years, 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, a full report covering the use of said leave shall be presented to the President.
- c. Application for leave 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 had 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.

Leaves

- 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 Deans shall review applications for leave and make recommendations to the President. The President's decision is final.

5. Bereavement Leave

Individuals will be granted up to three (3) days leave for bereavement for each death in the immediate family. "Members of the immediate family" is understood to mean husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, step father, step-mother, brother, sister, step-brother, step-sister, grandparent, or grandchild. If circumstances warrant it, a professional staff member may be granted additional leave.

6. Emergency and Personal Leave

Absence to respond to personal emergencies and business will be allowed up to three (3) days per calendar year. This is non-cumulative.

7. Summer Military Duty

Individuals shall be granted leave of absence with pay to meet annual two weeks military duty field obligations. The employee will be paid the difference between his base College salary and his service pay for this period. Employees must present the personnel 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 he or she 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 official list of holidays. Each professional staff member shall also be entitled to a floating holiday each fiscal year taken at any time subject to approval of the immediate supervisor.

10. Involuntary Sick Leave

- a. An individual may be placed on Involuntary Sick Leave when it is apparent to the President that he/she is no longer able physically and/or mentally to discharge his/her 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 of 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 sixty (60) days prior to the return date.

C. UNPAID LEAVES OF ABSENCE

1. Maternity Leave

- a. Upon written request, a female 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 to a maximum of one year without pay.
- b. Leave requests must be submitted two (2) months prior to the expected commencement of such leave.

2. Other Unpaid Leaves

Deans 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 year and may be renewable for a second year.

D. SICK LEAVE BANK

1. The Board will establish a Professional Staff Association Sick Leave Bank with an initial contribution of five hundred (500) days and will contribute to the sick leave bank one quarter (1/4) days per month for each full-time professional staff member.

2. Total sick leave bank accumulations shall not exceed fifteen hundred (1500) days.
3. The Personnel Office 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 from the sick bank only after all his personal sick leave and any other form of paid leave are exhausted.
5. Claims may not be made against the bank for illness or injury resulting from a job-connected condition which is being treated under Workmen'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 at eighty (80) percent of salary for those who have at least one (1) year of continuous service. No partial days may be claimed.

7. No professional staff member may claim days from the bank during the time when any other disability program (Alternate Benefit Plan, etc.) is in force. Once a professional staff member through one illness or a combination of illnesses has used a total of ninety (90) work days during any twelve-month period, he is not eligible for further withdrawals from the bank for a period of twelve months of continuous service.
8. Childbearing is considered to be an illness under the terms of this article, within the limitations of section 6 above.

ARTICLE XI

RIGHTS TO TEACHING OVERLOADS

1. 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 assignments for full-time staff have been met, and before assignments are offered to part-time (adjunct) employees.
2. Other members of the professional staff who are deemed qualified for teaching assignments will be given consideration for overload teaching assignments upon request.
3. Professional staff members who hold academic rank shall be considered for promotion in academic rank upon request.

ARTICLE XII
PERSONNEL FILES

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

1. Security shall be understood to mean that file cabinets are locked and that a register be kept to control access to files. Anyone using a file must sign and date the register. Staff members assigned by the Board shall be charged with responsibility for the security of the file.
2. 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 shall not be placed in the file.
3. A copy of all material placed in the file by anyone other than the professional staff member will be forwarded to him within three (3) working days of such placement.

4. To help insure the integrity of the file, each professional staff member shall be given the opportunity to review the contents of his file at his 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.
5. Materials assembled prior to employment which constitute a "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:
 - a. Letters of reference and recommendation.
 - b. Placement records which contain references.
 - c. Transcripts restricted by the sending institution.
6. No material will be removed from the official personnel file without immediately notifying the professional staff member in writing.
7. A representative of the Association may, at the professional staff member's request, accompany said person while he reviews his file.
8. 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.

Personnel Files

9. If a professional staff member objects to an item or items in his personnel file on the basis of inaccuracy or impropriety, he may present the Director of Personnel Services 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. The Director of Personnel Services will consult with all persons concerned and will provide the professional staff member with a final, full and complete, written response within four (4) weeks of 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 XIII

GRIEVANCE PROCEDUREA. 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. Definitions1. Grievance

A "grievance" is an allegation by a professional staff member or the Association 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 Association making the allegation.

3. Working Day

A working day is any week day (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 his 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 Dean as appropriate, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

2. Level One - Dean or his Representative

If the grievance is not resolved at the informal step, the professional staff member or his representative may within thirty (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 Dean. 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 violations, misinterpretations or misapplications of this contract which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

The Dean or his representative shall conduct a hearing within five (5) working days of the receipt of the statement of grievance. The Dean or his representative shall respond with a written decision within five (5) working days of such hearings(s).

3. Level Two - President or his Representative

- a. If the grievance is not resolved at Level One, the professional staff member or his representative may file the grievance with the President providing he or his representative do so within ten (10) working days of receipt of the decision at step one.
- b. The President or his representative shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or his 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 related to reappointment, tenure or promotion may be advanced.

4. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) working days after receipt of the decision rendered at Level Two.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association 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 Association and hold hearings promptly and shall issue his decision not later than twenty (20) working days from the closing date of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. 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 misinterpre-

tations 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 Association. 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 himself, or, at his option, by a representative selected or approved by the Association. When a professional staff member is not represented by the Association, the Association shall have the right to be present and to state its views at Levels One, and 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 Association, 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. Forms

Forms for filing grievances serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the College and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. 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.

4. Availability of Information

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.

5. Withdrawal of a Grievance

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the professional staff, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a 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).

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 XV

TRAVEL

- A. Professional staff members teaching courses or conducting other bona fide College activities as part of their 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 his personal vehicle will be at the rate indicated above.
- C. Professional staff members are not required to transport students in their personal vehicles.

PROFESSIONAL STAFF FACILITIES

- A. The Board will attempt to ensure that professional staff members are assigned offices 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.

ARTICLE XVII

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 1978-80 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.

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 Association 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 Thirty (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 telegram or registered letter at the following addresses.

ARTICLE XVIII

PROFESSIONAL FREEDOM

- A. A professional staff member is a citizen. When he speaks, writes, or acts as a citizen, he is free from College censorship and discipline, but has the obligation to indicate that he is 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 in 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 his subject but is obligated to be aware of his potential influence on the opinions and values of his students and of his responsibility for achievement of the course objectives.

M. C. Keith Jones
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~~Jerry L. Petritto~~
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