



**Agreement Between
The Board of Trustees
of
Mercer County Community College
and
MCCC Federation of
Secretarial, Clerical and
Technical Employees
LOCAL 2319
AFT, AFL-CIO**

2006-2009

Effective July 1, 2006

Table of Contents

Article 1	Recognition	2
Article 2	Definitions.....	2
Article 3	Duration	2
Article 4	Non-Discrimination	3
Article 5	Grievance Procedure.....	3
Article 6	Work Week.....	5
Article 7	Summer Hours	5
Article 8	Overtime Policy	5
Article 9	Rest Period & Lounges	6
Article 10	Civic Duty Leave	6
Article 11	Vacation Leave.....	7
Article 12	Bereavement Leave.....	7
Article 13	Personal Days.....	8
Article 14	Sick Leave.....	8
Article 15	Sick Leave Bank	9
Article 16	Maternity and Family Responsibility Leave.....	10
Article 17	Parking Privileges	10
Article 18	Seniority.....	11
Article 19	Dues Deduction.....	11
Article 20	Release Time for Federation Official.....	12
Article 21	Leave for Union Conventions.....	12
Article 22	Holidays	12
Article 23	Tuition Waiver and Tuition Reimbursement.....	13
Article 24	Publication of Agreement	13
Article 25	Availability of Office Machines.....	14
Article 26	Negotiating Procedure	14
Article 27	Federation Meetings.....	14
Article 28	Health and Safety	14
Article 29	Employee Protection.....	15
Article 30	Insurance	15
Article 31	Bulletin Boards	16
Article 32	Distribution of Literature	16
Article 33	Availability of Public Information	16
Article 34	Probationary Period, Discipline and Discharge.....	17
Article 35	Transfers, Vacancies and New Positions.....	17
Article 36	Evaluation	18
Article 37	Payroll Deductions.....	18
Article 38	Leave of Absence Without Pay.....	19
Article 39	Statement of Leave Time	19
Article 40	Registration	19
Article 41	Salary	19
Article 42	Conformity to Law Clause.....	21
Article 43	Management-Union Conferences	21
Article 44	Severance Pay	21
Article 45	Matters Not Covered.....	21
Article 46	No Strike Clause	22
Article 47	Board Rights	22

Article 1 Recognition

The Board hereby recognizes the Federation as the exclusive collective negotiations representative for the purpose of collective negotiations concerning the terms and conditions of employment of supportive staff employed by the Board in the following categories of employment:

Grade	Title
1	Administrative Assistant I
2	Administrative Assistant II
3	Administrative Specialist I
4	Administrative Specialist II
5	Executive Assistant

Employees in the following offices are specifically excluded from the unit:
President's office
Vice President for Administration and Chief Business Officer
Human Resources

Article 2 Definitions

1. The term "Federation" as used in this document shall refer to Mercer County Community College Federation of Secretarial, Clerical & Technical Employees, Local 2319, AFT, AFL-CIO.
2. The term "member of the Unit" or "Employee" as used in this document shall refer to employees of Mercer County Community College whose job title is indicated under "recognition" of this document.
3. The term "Board" as used in this document shall refer to the Board of Trustees of Mercer County Community College or to the Board's duly appointed agents.
4. The term "College" as used in this document shall refer to Mercer County Community College, P.O. Box B, Trenton, New Jersey.

Article 3 Duration

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

Article 4 Non-Discrimination

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

Article 5 Grievance Procedure

1. Definition
 - A. Grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article or section of this agreement.
 - B. As used in this article, the term "employee" shall mean (1) an individual employee; (2) a group of employees having the same grievance; or (3) the Federation (steps 2 and 3 arbitration).
2. Procedure: Informal

When an employee feels she/he has the basis for a grievance, the employee either directly or accompanied by her/his steward, will present the grievance to her/his supervisor. Within two (2) working days after presentation of grievance, the supervisor shall give her/his answer orally to the employee.

Step One

- A. A grievance must be filed within thirty (30) working days from the date when the act which is the subject of the grievance occurred or thirty (30) working days from the date on which the employee should reasonably have known of its occurrence. It shall be stated in writing, signed by the grievant and lodged with the supervisor.
- B. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, misinterpreted or misapplied, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested.
- C. Within five (5) working days after receiving the grievance, the supervisor shall communicate his answer in writing to the grievant.

Step Two

- A. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of Supervisor's answer, appeal to Human Resources via a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Supervisor involved at the same time.
- B. No later than ten (10) working days after receipt of a request for appeal from Step 1, the Vice President for Administration and Chief Business Officer or his designee shall hold a hearing on the grievance.
- C. The Executive Director of Human Resources or his/her designee shall give an answer in writing no later than ten (10) working days after the hearing.

Step Three

- A. Within fifteen (15) working days after receiving the decision of the Vice President for Administration and Chief Business Officer 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 2.
- B. No later than fifteen (15) working days after receiving the appeal, the President or his/her representative shall hold a hearing on the grievance. All those included in Step 2 shall have a right to participate in this Step.
- C. Within fifteen (15) working days after the hearing, the President or his/her representative shall communicate his decision in writing.

3. Appearance and Representation

- A. It is expected that meetings will be conducted outside of working hours and at a place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as the individual aggrieved employee or employees, the appropriate Federation representatives, an employee of the aggrieved employee's own choice if desired, and qualified witnesses. In the event meetings are held during school time, none of the persons in the employ of the Board proper to be present shall suffer any loss of pay.
- B. The Board and the Federation are responsible for the payment of their own non-college employed representatives and witnesses involved in any grievance meeting.
- C. If the grievance arises from an action of authority higher than the Supervisor or an individual other than the supervisor, the employee may present such grievance at Step 2 or Step 3 of this procedure, whichever is applicable. In the event that an individual employee(s) does not wish to continue the procedure, the Federation has the right to continue the grievance at the next step.
- D. The Federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

4. Time Limits

- A. Time limits provided in this Agreement may be extended by mutual agreement when signed by the parties.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the College's answer at the previous step.

5. Arbitration

- A. Within twenty (20) working days after receipt of the decision of the President or his/her representative, the Federation or the Board, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.
- B. Powers of the Arbitrator
It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation (including questions of compensatory awards) of the

specific articles and sections of this Agreement.

- (1) He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - (2) The decision of the arbitrator shall be advisory.
- C. The fees and expenses of the arbitrator shall be shared equally by the Board and Federation. All other expenses shall be borne by the party incurring them.
 - D. He/she shall render his decision, in writing, within twenty (20) days of hearing the dispute.
 - E. Only grievances for events occurring after the date of the ratification by the Federation may be processed.

Article 6 Work Week

1. The normal day shall consist of seven hours divided into two periods, not necessarily of the same length, separated by a one hour lunch period. The basic work week for member of the unit consists of a total of five tours of duty totalling 35 hours within a five day period from Monday through the following Friday. This does not preclude the College from employing new individuals in new positions which may require a different work week.
2. The normal work day for all members of the unit shall be 9:00 a.m. to 5:00 p.m., except those employees who are presently working or have worked a seven hour day different than the 9:00 a.m. to 5:00 p.m. day stated above, nor does it preclude the College from employing new individuals in new positions which may require different hours.
3. Upon the mutual agreement of the College and an employee, the above may be waived and a copy of the signed waiver shall be forwarded within 48 hours to the Federation.
4. In the event that meetings of official College committees are scheduled in a manner that overlaps an employee's one-hour lunch period, the employee shall be entitled to reschedule his/her one-hour lunch period on the same day by mutual agreement with the employee's supervisor.

Article 7 Summer Hours

Each year the work day shall be reduced by one (1) hour during the period June 1 through August 15. The summer lunch period shall be reduced one-half hour.

During summer schedule, employees may, with the approval of the appropriate Vice President, adopt flexible work hours.

Article 8 Overtime Policy

1. The employee's regular rate of pay shall be paid for work under the following conditions:
 - a) All work performed in excess of thirty-five (35) hours up to and including forty (40) hours.

2. 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 (6) work day of any work week,
 - d) All work performed on a holiday plus the regular day's pay.
3. Double time the employee's regular rate of pay shall be paid for work under the following conditions:
 - a) All work performed on the seventh (7) work day of any work week.
4. Overtime opportunities will be distributed as equally as possible.
5. Overtime shall be on a voluntary basis with the understanding that both parties will cooperate to meet the needs of the institution.
6. Secretarial, clerical and technical employee staff members shall be entitled to apply for part-time work in the college, outside of their respective unit position.

Article 9 Rest Period & Lounges

1. Each employee is entitled to one (1) fifteen minute rest period per day. Any employee working three (3) or more hours beyond the normal work day shall be entitled on one (1) additional fifteen (15) minute rest period.
2. The College shall provide faculty/staff lounges in the Administration, Liberal Arts, Math/Science, Library, Business and Engineering Technology and Student Center buildings on the main campus. These lounges will be equipped with suitable furniture, including couches, refrigerators and stoves or heating units.
3. A Faculty/Staff area shall be provided in the James Kerney Campus.

Article 10 Civic Duty Leave

JURY DUTY

If a member of the unit is called for jury duty or has been subpoenaed as a witness and must serve in a case in which he or she has no personal or financial interest, he or she will be granted paid leave to fulfill such duty providing the employee agrees to reimburse the College in an amount equal to fees the employee receives for such duty.

MILITARY DUTY

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

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

Article 11 Vacation Leave

All permanent employees covered by this Agreement shall be eligible for vacation leave based on their years of continuous service as follows:

1. In first year (calendar) of service, vacation shall be earned at the rate of one day for each full month worked with no leave to be taken until after the employee has worked three months.
2. Employees who are in their second calendar year through the fifth calendar year of employment, shall earn vacation at the rate of 14 days per year.
3. Effective with the start of the sixth calendar year through the ninth calendar year, vacation shall be earned at the rate of 18 days per year.
4. For employees having completed more than ten calendar years of continuous service, vacation shall be earned at the rate of 21 days per year.
5. Annual vacation accrual for those unit members who have completed fifteen (15) or more years of continuous full time service shall be as follows:

<u>Year of Service</u>	<u>Number of Days to be Accrued</u>
15-19	22
20-22	23
23	24
24	25
25	26

6. Vacation leave shall be credited on a quarterly basis according to years of service as set forth above and may be taken only after the requisite employment period.
7. Vacation leave must be taken within two (2) years of its accrual or it is forfeited.
8. When the scheduling of vacation becomes a problem, seniority shall prevail.
9. Individuals who have prior year (s) accrued vacation leave are entitled to this leave or payment for same upon termination of employment.
10. Unit members who resign their employment with the college and who are not entering into immediate retirement shall only be entitled to a prorated portion of the current years vacation allowance. Proration shall be at the rate of one twelfth (1/12th) the annual accrual for each completed month worked during the year of resignation.

Article 12 Bereavement Leave

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

- Parent, step-parent, child, step-child, spouse or guardian 5 days
- Brother, sister, step-brother, step-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.

Article 13 Personal Days

1. Employees are entitled to three (3) days per calendar year of non-cumulative paid leave of absence to attend to personal business. This leave shall not be taken unless twenty-four hour notice is given to the employee's supervisor except that in cases of emergency, the employee shall notify the supervisor within the starting hour.
2. Employees who will have less than twelve (12) months employment in positions covered by this Agreement during the first calendar year shall have prorated personal leave entitlement as follows:
Unit employment of at least nine (9) months but less than twelve (12) months shall be entitled to three (3) days personal leave during the first calendar year. Unit employment of at least six (6) months but less than nine (9) months shall be entitled to two (2) days personal leave during the first 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 year. Employees having less than three months service during the first calendar year shall not be entitled to any personal leave entitlement.
3. Unit members who resign their employment with the college shall only be entitled to a prorated portion of the three personal days for the calendar year in which they resign. Proration shall be in the same manner as in number 2 above. The final pay-check shall be adjusted as necessary to recoup used personal days in excess of the proration.

Article 14 Sick Leave

1. A. All employees covered by the Agreement shall be entitled to sick leave with pay based on their total number of accumulated sick days.
B. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be used for short periods for the attendance of the employee upon his/her spouse, child or parent who is seriously ill. In cases of absence due to necessary spousal, parental, or child care, a doctor's certificate shall be required from the employee and shall be submitted to the immediate supervisor.
2. 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 (1.a. above).
3. The College may require proof of illness as warranted under special circumstances.
4. In case of leave of absence due to exposure to contagious disease, a certificate from a licensed physician shall be required.
5. If an employee is absent, his/her supervisor or his/her designee, if the supervisor is unavailable, shall be notified within one (1) hour of their starting time.
6. The College may require an employee who has been absent because of personal illness, as a condition of his/her 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/her normal duties and that his/her return will not jeopardize the health of other employees.

Article 15 Sick Leave Bank

1. One quarter (1/4) day per month for each employee will be credited to the sick leave bank.
2. Total sick leave bank accumulations shall not exceed eight hundred (800) days.
3. Human Resources shall maintain a record of contributions and withdrawals from the sick leave bank.
4. Employees may claim days from the bank only after all their sick leave days are exhausted. An employee using the sick bank shall retain the use of his/her personal days; however, personal days must also be exhausted before an employee makes any subsequent use of the sick bank. Sick bank leaves covered by the provisions of the Family Medical Leave Act (FMLA) shall run concurrently with FMLA required leave. At no time should an employee be required to use vacation time such that less than one week (5 days) will be remaining.
5. Claims may not be made against the bank for illness or injury resulting from a job connected condition which is being treated under Worker's Compensation Claim.
6. No employee may claim more than ninety (90) days from the bank during any twelve month period. Once an employee through one illness or a combination of illnesses has used a total of ninety (90) days during any twelve month period he or she is not eligible for further withdrawals from the bank for a period of twelve months of continuous service.
7. An employee who has at least one continuous year of service with the College may present a claim only in cases of absences which involve a minimum of five (5) consecutive working days beyond those days covered in No. 4 above. No partial days may be claimed.
8. Upon presenting a claim to the sick leave bank, the employee or his designated representative must present a medical certificate signed by a licensed Medical Doctor indicating the nature of the illness or injury and an indication of when the employee will be able to return to normal duties. The College reserves the right to employ its own Medical Doctor to render an independent judgment. Claims validated as above will be honored for the total number of days of absence from work with eighty (80) percent of salary for those who have at least one (1) continuous year of service. No partial days may be claimed.
9. Childbearing is considered to be an illness under the terms of this article, within the limitations of section 8 above.
10. Over and above the provisions of Section 6 of this article but consistent with the requirements stated in Section 4, an employee suffering from a terminal illness who has completed seven (7) consecutive years of service may present a claim to the sick leave bank for fifty (50) percent of the days of absence for a maximum of twenty (20) weeks. Such claims must be documented by the submission of a medical certificate signed by a licensed medical doctor indicating the nature and prognosis of the illness.
11. In the event of a serious illness/or illnesses (or combination of) that prevents the employee from completing a full year of employment after using the maximum available days from the sick bank, an appeal may be made to the President of the College for an additional 90 days. The President's decision shall be final and shall not be grievable under this contract.

Article 16 Maternity and Family Responsibility Leave

1. Upon written request, a pregnant employee shall be granted an unpaid leave of absence. Such requests must be made at least two (2) months prior to the expected commencement of the unpaid leave.
2. An employee who adopts a child under the age of six, assumes the legal responsibility for a family, or acquires a family by marriage shall be granted an unpaid leave of absence. Such requests must be made at least two months prior to the expected commencement of the unpaid leave. The Board recognizes that the actual date of receiving the child to be adopted cannot precisely be pretold. The employee shall notify Human Resources when he/she makes an application for the child and shall make application for leave immediately upon the employee's knowledge that he/she has been designated by the Agency to receive a child for adoption.
3. A maternity or family responsibility leave of absence shall be for a period of one year, or less at the employee's option. By agreement between the employee and the College, the employee on maternity or family responsibility leave may return earlier, provided he/she makes written application at least **thirty (30) days** prior to the date he/she wishes to return. The employee returning from a maternity or family responsibility leave shall be reinstated in his/her original position or a position with like status and pay without loss of seniority or accrued benefits. See Article 41 for effect of unpaid leave on salary increase for following year. Any employee on such leave who does not return to employment at the conclusion of the leave shall be terminated, unless the employee has been granted additional leave pursuant to paragraph 6 of this Article.
4. The College shall have the right to employ a temporary employee during any period of maternity or family responsibility leave. Any vacancy which results from an employee on such leave advising the College in writing that he/she does not wish to return to employment with the College shall be posted according to the agreement.
5. If any woman who has been granted a maternity leave of absence shall have lost the baby by reason of miscarriage, stillbirth or death of the infant before the expiration of her leave of absence, the said employee shall be reinstated by the Board to her original position or a position with like status and pay without loss of seniority or accrued benefits, when certified by her physician as being physically fit. Such reinstatement shall become effective within thirty (30) days from receipt of the physician's certification.
6. If any employee on maternity leave of absence shall again become pregnant before the expiration of her leave of absence, she may apply for a new maternity leave of absence. This leave shall be granted but shall not exceed one year.

Article 17 Parking Privileges

The College will provide parking spaces in the existing Faculty/Staff Parking areas. In the Administration Building parking lot, space will be given out for unit members working in the Administration Building on a seniority basis as they become available.

Article 18 Seniority

1. Seniority is defined as an employee's full-time service with Trenton Junior College and Mercer County Community College beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service.
2. A break in continuous service occurs when an employee resigns, is discharged or retires.
3. Where ability to perform work is equal, the full-time employee with the most seniority will be given preference when the Board finds it necessary to lay off employees or recall laid off employees as well as in shift assignments and vacations. In the event of lay-off, part-time employees will be released before full-time employees.

Article 19 Dues Deduction

1. The Board agrees to honor each properly completed and signed Federation Continuing Dues Deduction Authorization form in accordance with the New Jersey Public Employees Dues Deduction Law N.J.S. 52:14-15.9c. A deduction will be made from an individual's gross pay each bi-weekly pay period, except for the first paycheck of any month in which there are three paydays, prorated according to the payroll distribution schedule.
2. A member shall have a scheduled 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 responsibilities to collect that amount from the member for the pay.
3. A Dues Deduction Authorization form may be received at any time. The Treasurer or President of the Federation 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.
4. 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 Federation Treasurer.
5. If a unit member does not become a member of the Federation during the first 60 days of employment, the Federation may notify the College that the employee should be required to pay a representation fee to the Federation. The purpose of this fee will be to offset the per capita cost of services rendered by the Association as majority representative.
6. Prior to the beginning of each fiscal year, the Federation will notify the College in writing of the amount of the regular membership dues 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 charged by the Federation as allowed by law.
7. Except as 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.

8. 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 Official

1. One official of the Federation shall be granted release time of up to 3 hours per week from his/her duties to attend to Federation business provided that such time shall not interfere with his/her job responsibilities.
2. In case of emergency relating to the Federation, the Federation President or her/his designee shall contact Vice President for Administration and Chief Business Officer or his/her designee to obtain approval to leave her/his work station to deal with the emergency.

Article 21

Leave for Union Conventions

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 Teachers, not exceeding four (4) days in any one year, per individual, nor two individuals per year, shall be granted to duly-elected representatives of the Federation. In any one year, the total number of days available to all such representatives collectively, no matter how distributed among those to whom days are granted pursuant to the foregoing, shall not exceed an aggregate of seven (7) days.

Article 22

Holidays

1. (a) The College shall schedule thirteen (13) paid holidays per fiscal year as indicated in the list of holidays. This list shall include Martin Luther King Jr.'s birthday. They are as follows:
Christmas Recess — Minimum 6 days
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
13th day in conjunction with Christmas or Independence day
(b) 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. One of the floating holidays may be used, at the discretion of the employee, for a religious/cultural observance (i.e. Good Friday, Passover, etc.). If the employee elects to use a holiday for religious/ cultural observances, it cannot be denied. These floating holidays must be used within the fiscal year.
2. If the holiday occurs during a period when the employee is on authorized vacation or if it occurs on a day when the employee is not scheduled to work, the employee shall receive such day as compensatory time.

3. If the College is officially closed due to an emergency, employees will receive regular compensation for such day(s).

Article 23

Tuition Waiver and Tuition Reimbursement

1. Employees, spouses, dependent children (as defined under the provisions of the Internal Revenue Service code) and retired employees will be permitted to take credit courses for credit offered by the College without tuition charge. Employees must attend such courses during their normal free time except in the Office of Registration and Student Records where the maximum number of employees who may attend credit courses during any semester or summer session is four. This maximum may be extended at the discretion of the supervisor. Employees may attend non-credit courses without payment of tuition and fees if said course is deemed work related by Human Resources. References to "spouses" and "dependents" shall include domestic partners as defined by the New Jersey statutes.
2. Employees may take one non-work related, non-credit course annually with the approval of the Vice President for Finance and Chief Business officer. Further, if denied, the decision of the Vice President is final.
3. After 20 years of service, retired employee's children (as defined under the provisions of the Internal Revenue Service) will be allowed to attend MCCC without payment of tuition.
4. Employees, their spouses, retired employees, and/or dependents are responsible for the difference in extraordinary fees (flight, etc.) over \$125 as paid by other students enrolled at the College. Each employee, retired employee, spouse, and/or dependent must complete a form provided by the College establishing eligibility under this Article prior to Registration for enrollment in credit courses as described above.
5. Unit employees who wish to take credit by examination and/or credit by experience will pay a fee of \$15.00.
6. Tuition reimbursement for courses taken at other institutions shall be 75% of the Rutgers rate to members of the Federation bargaining unit as per College policies.
7. The College will annually offer a discounted registration rate for children of members of the unit who are enrolled in Camp College. The rate will be subject to adjustment.
8. Each employee shall be entitled to one (1) professional development day in the Fall Semester and one (1) professional development day in the Spring Semester. Each professional development day shall be taken in one-half day (1/2) increments on separate days so as to minimize disruption of work flow. Only activities approved in advance by the College shall qualify as eligible professional development activities

Article 24

Publication of Agreement

1. The Human Resources Department shall give copies of this agreement of all employees covered by the Unit within five (5) working days of employment.
2. A copy of the letter of appointment for all new employees covered by this Unit will be sent to the Federation within five (5) working days of the date of employment.

Article 25 Availability of Office Machines

1. The College will allow Federation members to use college keyboarding and duplicating equipment for legitimate Federation business providing all materials and supplies used in the operation of these machines are supplied by the Federation and clearly identified or labelled as such and providing such use does not interfere with College operations which shall always have priority. The College shall provide a lockable file cabinet for the use of the Federation.

Article 26 Negotiating Procedure

1. Negotiations shall be held at times and places which are mutually agreeable to all parties concerned. When negotiations are held during the normal working hours of members of the Federation Negotiating Committee, they (limited to four employees) shall be granted time off with pay to attend these sessions.
2. All negotiation sessions shall commence at 4:00 p.m. or as otherwise scheduled.

Article 27 Federation Meetings

- A. Rooms at the College may be used for legitimate Federation meetings provided:
 - 1) Arrangements are made in advance with appropriate college officials and college procedures are followed;
 - 2) There is no interference with College operations.
- B. No charge will be made for the use of available rooms at the College's facilities. However, the Federation will promptly reimburse the College for all necessary security, maintenance and custodial expenses incurred through off-hour use of such rooms (after 10:00 p.m. to 8:00 a.m. as well as Saturday, Sunday and Holidays).
- C. The Federation accepts responsibility for maintaining the facilities in the condition in which they are received.

Article 28 Health and Safety

1. The Board agrees that it will do its utmost to comply with the OSHA law. Each employee shall be provided with a lockable file cabinet or desk that is accessible to the employee and a duly authorized agent.
2. No employee will be required to work under conditions that are hazardous to their health or safety. When a unit employee believes a hazardous condition exists that affects the health or safety of an employee(s), an officer of the Federation will inform the Administration, his designee and/or the safety committee for review and appropriate action.

Article 29 Employee Protection

The members of the Federation shall be covered under New Jersey Statute 18A:16-6 and 18A:16-6.1 which in part reads as follows: . . .

1. Whenever any civil action has been or shall be brought against an employee for any act or omission arising out of and in the course of the duties of such employee, the Board shall defray all costs of defending such action, including counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and the Board may arrange for and maintain appropriate insurance to cover all such damages, losses or expenses.
2. In the event any criminal action is instituted against an employee for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such employee, the Board shall reimburse the employee for the cost of defending such proceedings, including counsel fees and expenses of the original hearing or trial and all appeals.
3. Employees will immediately report all incidents of personal or property damage to their immediate supervisor.
4. No employee shall be required to work alone in the Accounting Office or Bookstore. No other employee shall be required to work after normal working hours unless other College personnel are in the immediate vicinity.
5. If requested, a periodic security check shall be made in areas of the College where money is processed or where an employee is working in an isolated area.

Article 30 Insurance

1. The College will pay the premium for full coverage for the unit member and his/her eligible dependents under the New Jersey State Benefits Program (Plan) or an equal amount for an approved HMO program. The College will also pay the premium for the Major Medical coverage for both the employee and eligible dependents who are covered under the New Jersey State Health Benefits Program (Plan). The Board reserves, the right, after consultation with the Local, to provide equivalent health benefits through a different contractor.
2. The Board will provide unit members and their eligible dependents with a co-payment Prescription Drug Program. This program shall have a co-payment specified by the New Jersey State Health Benefits Program (Plan). The College will provide a prescription mailer program available under the applicable prescription drug program.
3. The College shall provide a dental care program which shall be administered by the College and which shall provide benefits to employees and their eligible dependents.
4. The College will provide hospital/medical insurance to eligible retired employees consistent with the provisions in Chapter 88, Public Law 1974.
5. The College will provide unit members with optical insurance as follows:
 - a. Coverage shall be \$50 for regular prescription eye glasses and \$55 for bifocal glasses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent/child relationship). The extension of benefits to dependents shall be effective only after the employee

- has been continuously employed for a minimum of 60 days.
- b. Full-time employees and eligible dependents, as defined above, shall be eligible for a maximum payment of \$30 or the cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist.
 - c. Each eligible employee and dependent may receive only one (1) payment for glasses per 24-month period and one (1) payment for examination per 12-month period. Proper affidavit and submission of receipts are required of the employee in order to receive payments.
6. During active employment and upon retirement all employees and their spouses shall receive a recreation pass for use of all facilities. This will include use of the pool and Fitness Center as long as same exists and are open to the public.
 7. When requested, the college will make Internet access and e-mail available to retired members of the Federation at no cost through the college system. This language shall not be construed to require the college to pay any line charges for phoning into the college to connect to the system.

Article 31 Bulletin Boards

1. The Board shall provide a bulletin board for the exclusive use of the Federation in the Student Center at the West Windsor Campus.
2. A similar bulletin board will be provided in the 1st floor office work area at the James Kerney Campus and the use of a bulletin board will be provided at the Career Center.

Article 32 Distribution of Literature

1. The Federation has the right to distribute material dealing with legitimate Federation business to its membership, providing this does not interfere with College operations or the assigned duties of employees.
2. The Federation may use inter-office mail facilities for distribution to its membership of materials dealing with legitimate Federation business, providing this does not interfere with College operations of the assigned duties of employees.

Article 33 Availability of Public Information

1. The Board will make available to the Federation agendas, minutes and attachments of Public Board meetings.
2. The Board will make available to the Federation in a reasonable time the register of personnel in the unit (a maximum of 6 times per year upon request).
3. The Board shall furnish upon written request data covered under the "New Jersey Sunshine Law" to the Federation generally within five (5) working days.

Article 34 Probationary Period, Discipline and Discharge

1. The probationary period for new employees shall be four months. During this time, an employee may be terminated at any time.
2. New employees shall undergo a criminal background check. Continued employment will be subject to a satisfactory criminal background check, as determined by the College. Upon hire, satisfactory completion of probationary period and return of a satisfactory background check, the employee will be reimbursed for the cost of the background check.
3. No employee shall be disciplined or discharged unless a formal conference has been held with the employee and a union representative, except in cases of gross misconduct. At the formal conference, reasons why such action is fair and just shall be articulated to the employee, who shall be given an opportunity to respond. Written notice of the time, date and place of the informal conference shall be given to the employee and Federation. The hearing should normally be scheduled within two working days following receipt of notice.
4. In the event that an employee who is not on probation is to be discharged, the College shall give two (2) weeks notice to the employee unless the employee has been involved in gross misconduct. The employee shall receive notice of unsatisfactory performance and shall be offered assistance to improve his/her performance before any notification of discipline or discharge for lack of performance. Progressive discipline, consisting of at least two (2) written warnings and suspension, shall be followed before dismissal.

Article 35 Transfers, Vacancies and New Positions

1. An employee seeking a lateral transfer or a promotion shall make his/her desire known in writing to Human Resources. Such requests shall be considered for qualified unit members before a vacancy or new position is posted internally or advertised externally.
2. A promotion or upgrade within a department shall not be considered a transfer. The Federation is agreeable at any time to any upgrading of a position or an increase in salary related to expanded duties and responsibilities.
3. All vacancies or new positions that would result in the upgrading or promotion of a unit member shall be posted electronically. Such notices shall be provided at least two weeks prior to the filling of such position.
4. Whenever an employee's position is abolished, such an employee may be transferred laterally to a position in the same pay grade/title without posting if an appropriate vacancy exists at the time the employee's position is abolished, or within a reasonable period of time thereafter.
5. Each vacancy notice shall clearly state qualifications, requirements, duties, salary range and other pertinent information. Permanent employees shall not be tested for vacant or new positions except for those proficiencies or job functions that are different from his/her present position.
6. Employees who are promoted or transferred shall be subject to a 45 work day probationary period. During this period, an employee may be returned to his/her original position at any time, and the reason shall be given by the immediate supervisor.

Employees shall be informed of their progress in writing during any probationary period.

- The right to apply and compete for all positions shall be open to all employees who meet the qualifications and requirements for the position to be filled regardless of age, sex, marital status, race, color, religion, creed, national origin, political affiliation, draft status or union membership. Interviews of qualified employees will not be denied.

Article 36 Evaluation

- Each employee shall be given a written evaluation at least once a year. If there are areas of deficiency and unsatisfactory performance, the evaluation must include an explanation of the deficiency(ies) and what action needs to be taken by the employee to remove this deficiency. The employee will be given a three month period to improve performance. Salary increments shall not be withheld until the evaluation process and improvement period set forth above have been completed. Prior to re-evaluation by the supervisor the employee shall have the option to complete a self evaluation. Should the deficiencies remain and the performance continue to be unsatisfactory, salary increments may be withheld. Prior to signing the evaluation, the employee shall be given a reasonable opportunity to discuss the evaluation and recommendations. The employee shall have a reasonable opportunity to comment in writing to any evaluation. Any such response shall be placed in the employee's personnel file. The employee shall receive a copy of any comments made by his/her division head in response to the supervisor's evaluation. The employee shall have the opportunity to meet with the division head to discuss his/her evaluation if desired.
- The employee shall sign the evaluation(s). However, the employee's signature should not necessarily mean concurrence with the evaluation.
- All employees shall have access to their personnel file. A representative of the Federation may, at the employee's request, accompany said person while he/she reviews his/her file. If materials are requested to be placed in the employee's personnel file by someone other than the employee, the College shall notify the employee of the inclusion within three days and provide copies upon request.

Article 37 Payroll Deductions

- The Board agrees, upon request, to deduct from any employee's salary, credit union payments. The amounts to be specified by the employee in writing. The Board will not participate in administration of said credit union. Money from such deductions shall be forwarded to the credit union within five (5) working days after each pay date by the College. Payroll direct deposit shall be available to unit employees.
- Savings bonds shall be available to be purchased by Federation employees. Deductions will be made for the cost of a full savings bond or for one-third (1/3) of the cost of a full bond for each pay.

Article 38 Leave of Absence Without Pay

An employee may be granted a leave of absence which in no case shall exceed sixty (60) working days or be granted to employees who intend to, or do, pursue other employment. Note: See Article 41 for effect of unpaid leave on salary increase for following year. Nothing in this provision shall supersede any employee right to a leave under the Family Medical Leave Act (FMLA).

Article 39 Statement of Leave Time

Upon request each employee shall be given a statement which reflects all of accumulated leave.

Article 40 Registration

All employees working beyond the normal work day for Registration shall be provided with at least one-half (1/2) hour duty free lunch and at least one-half (1/2) hour duty free dinner. A \$5.00 food allowance shall be provided to each unit employee who works two (2) or more hours of overtime during all scheduled Registrations.

Article 41 Salary

1. Grade and Title Effective July 1	Minimum	2006	2007	2008
		Maximum	Maximum	Maximum
Grade Title				
1 Administrative Assistant I	\$22,086	\$35,531	\$36,277	\$37,039
2 Administrative Assistant II	\$25,241	\$43,163	\$44,069	\$44,994
3 Administrative Specialist I	\$27,870	\$47,057	\$48,046	\$49,055
4 Administrative Specialist II	\$30,500	\$49,795	\$50,841	\$51,909
5 Executive Assistant	\$32,603	\$54,743	\$55,893	\$57,067

- 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% up to the maximum of their salary range.
 - Effective July 1, 2007, unit members who are employed for the 2006-2007 fiscal year shall receive an amount equal to their base salaries, plus a salary increase of 4.0% up to the maximum of their salary range.
 - Effective July 1, 2008, unit members who are employed for the 2007-2008 fiscal year shall receive an amount equal to their base salaries, plus a salary increase of 4.5% up to the maximum of their salary range.

Salary minimums will be increased 2% in the first year only, 2006-2007.

Maximum salaries for particular ranges shall not be exceeded, exclusive of any longevity payment as defined in the longevity paragraph below. Prorated portions of the annual

salaries will be paid by check every other week, in accordance with a published pay date schedule. If a pay date falls on a scheduled college holiday, the pay checks will be dated no later than the last work day prior to the holiday. There shall be no payroll advances.

3. Longevity

Unit members who have completed five (5) or more years of service and were hired after June 30, 1996 will receive longevity payments according to the following schedule:

Four years	\$200
Five years	600
Ten years	1,000
Fifteen years	1,500
Twenty years	2,000

Unit members who have completed four (4) or more years of service and were hired before July 1, 1996 will receive longevity payments according to the following schedule:

Four years	\$200
Five years	600
Ten Years	900
Fifteen years	1,350
Twenty years	1,850
Twenty-five years	2,300
Thirty years	2,700
Thirty-five years	2,900

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

4. Academic Advancement

Employees who have earned academic credit from an accredited institution of higher learning shall have their base salaries increased as follows:

Associate's degree or 60 academic credits.	\$450
90 academic credits or an associate's degree plus job-related certification. . . .	\$600

The College reserves the right to require official transcripts or other verification. In order to qualify for this provision, the College must pre-approve job-related certification.

Supplemental Pay For Temporary Assignments

When the College elects to transfer an employee from a lower classification to a higher classification within the unit for a period of fifteen (15) work days, the employee shall be paid at least the minimum of the higher classification. If the College transfers an employee to a lower classification, he/she shall be paid at least the rate of the classification from which he/she was transferred. No reduction in salary shall occur as a result of the transfer.

If an employee is promoted to another level in the unit, he/she will receive an increment of at least \$500.00.

**Article 42
Conformity to Law 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, 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.

**Article 43
Management-Union Conferences**

Representatives of the College and the Federation 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 national representatives, and state representatives of the union.

**Article 44
Severance Pay**

1. Employees shall be compensated in cash for fifty (50) percent of accumulated unused sick leave to a maximum amount of \$15,000 when they are permanently separated from employment as a result of retirement or death. In the event of death, payment is to be made to the estate of the employee.
2. The amount of payment for the fifty (50) percent of unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.
3. Employees discharged by the College shall receive severance pay at the rate of one (1) week's pay for each year of service. Severance pay shall be computed at the employee's highest weekly earnings excluding overtime during the twelve (12) month period immediately preceding separation.

**Article 45
Matters Not Covered**

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 303 PL 1968 and Chapter 123 PL 1975.

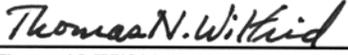
Article 46 No Strike Clause

The parties agree that differences between the parties shall be settled by peaceful means as provided in this Agreement. The Union in consideration of the value of this agreement in terms and conditions will not engage in, instigate or condone any strike, work stoppage or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement for the duration of this Agreement. The College in consideration of the value of this Agreement in terms and conditions will not engage in, instigate or cause any lockout.

Article 47 Board Rights

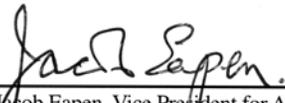
The Union recognizes the prerogatives of the Board to operate and manage its affairs. The Board retains and reserves to itself and its appointed management and administrative personnel all rights, obligations, powers, authorities, conferred on it by local, state and federal law. The exercise of the above rights shall be limited only by the specific and express terms of this agreement.

This Agreement was duly ratified by the Mercer County Community College Federation of Secretaries, Clerical & Technical Employees, Local 2319, AFT, AFL-CIO on August 8, 2006 and by the Board of Trustees of Mercer County Community College on August 24, 2006.

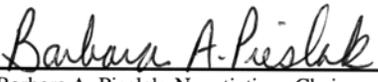

Thomas N. Wilfrid, Acting President
Mercer County Community College

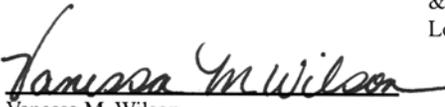

Marie Mendez, President
MCCC Federation of Secretarial, Clerical
& Technical Employees,
Local 2319 — AFT, AFL-CIO

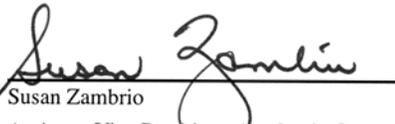
ATTEST:


Jacob Eapen, Vice President for Administration
and Chief Business Officer

ATTEST:


Barbara A. Pieslak, Negotiations Chair
MCCC Federation of Secretarial, Clerical
& Technical Employees,
Local 2319 — AFT, AFL-CIO


Vanessa M. Wilson
Executive Director, Human Resources


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

