



**Agreement Between  
the Board of Trustees  
of  
Mercer County Community College  
and  
MCCC Federation of  
Administrative Professionals  
LOCAL 2319  
AFT, AFL-CIO**

**2016-2019**

Effective July 1, 2016

## Table of Contents

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

## **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 Administrative Professional 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 Nursing Program Specialist
- 6 Department Specialist
- 7 Executive Assistant
- 8 Senior Executive Assistant

Employees in the following offices are specifically excluded from the unit:

- President's Office
- Vice President for Administration and Finance
- Human Resources

## **Article 2 Definitions**

1. The term "Federation" as used in this document shall refer to Mercer County Community College Federation of Administrative Professionals, 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, 2016 and shall expire June 30, 2019.

## **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. 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.

### **2. Definitions**

#### **A. Grievance**

A "Grievance" is an allegation by an Administrative Professional staff member or the Federation that there has been a misrepresentation, misapplication or violation of this Agreement.

#### **B. Aggrieved Person**

An "Aggrieved Person" is the person or persons of the Federation making the allegation.

#### **C. Working Day**

For the purpose of filing or responding to grievances, a "Working Day" is any weekday (Monday – Friday) of the year except for official College holidays.

### 3. Time Limits

- A. The number of days indicated at each level shall be considered as a maximum, and every effort be made to expedite the process. The time limits specified may, however, be extended by written request with mutual agreement of all parties.
- B. Any grievance not advanced to the next step by the staff member or their representative, within the time for the step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

### 4. Steps

- A. **Informal**- An Administrative Professional staff member with a complaint/ conflict should first discuss it with his/her immediate supervisor or Administrator, either directly or through the Federation's designated representative, with the objective of resolving the matter informally.

- B. **Level One**- Administrator or their Representative

If the complaint/conflict is not resolved at the informal step, the Administrative Professional staff member or their 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 Administrative Professional staff member should have known of its occurrence, submit a written statement of the grievance to the appropriate Administrator. This statement of grievance must specify the ground or grounds for the grievance, and the remedy requested.

If during the processing of the grievance at Level One, the grievant discovers further violation(s), misrepresentation(s), or misapplication(s) of this contract which directly relate to the grievance, these may be incorporated through an amended statement of grievance. The Administrator or his/her representative shall conduct a hearing within ten (10) working days from receipt of the statement of grievance. The Administrator or his/her representative shall respond with a written decision within ten (10) working days of such hearings.

- C. **Level Two** – President or Proxy

- 1. If the grievance is not resolved at Level One, the Administrative Professional staff member or a Union Official may file the grievance with the President or Proxy providing he/she or his/her representative does so within ten (10) working days of receipt of a decision at Step One.
- 2. The President or Proxy shall conduct a hearing within ten (10) working days of receipt of the grievance. The President or Proxy shall respond in writing to the grievant or his/her representative within ten (10) working days of such hearing.
- 3. Level Two is the final step to which a grievance concerning evaluations, seniority, promotions, or any grievance unrelated to this Agreement may be advanced.

- D. **Level Three** – Arbitration

- 1. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the employee may, within twenty (20) working days after the decision by the President or Proxy, request in writing that the Federation submit the grievance to arbitration. If the Federation determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty (20) working days after receipt of the decision rendered at Level Two.
- 2. Within ten (10) working days after such written notice of submission of arbitration, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such 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.
- 3. Decisions of the Arbitrator with respect to grievances based on alleged misapplication(s), misinterpretation(s) or violations of contract provisions dealing with Administrative Professional responsibilities and work assignments shall be advisory.
- 4. Decisions of the Arbitrator with respect to all other grievances (exclusive of Article 4: C3 and Article 4: D3) shall be binding.

- E. **Duties of the Arbitrator**

- 1. The Arbitrator shall confer with the representatives of the Board and the Federation, and hold hearings promptly and shall issue his/her decision no later than twenty (20) working days from the closing date of the hearings or, if oral hearings have been waived, from the date of the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her 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 decisions which requires the commission of any act which is in violation of the law. Furthermore, the Arbitrator's powers are limited to deciding whether violation(s), misapplication(s), or misrepresentation(s) 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 evaluations, seniority or promotion. These grievances shall not be advanced beyond Level Two in this procedure.
- 4. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

5. If the College is found to be in violation of the Agreement, and the Arbitrator's determination is in favor of the Federation, the College will reimburse the Federation for 100% of the legal defense charges/expenses incurred. If the Federation is found to be in violation of the Agreement, and the Arbitrator's determination is in favor of the College, the Federation will reimburse the College for 100% of the legal defense charges/expenses incurred.

**F. Rights of the Administrative Professional Staff Member to Representation**

**1. Administrative Professional Staff Member and Association**

All aggrieved persons may be represented at all stages of the grievance procedure by themselves, or at his/her option, by a representative selected or approved by the Federation. When an Administrative Professional staff member is not represented by the Federation, the Federation shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.

**2. Reprisals**

No reprisal of any kind shall be taken by the Board or any member of the Administration against any College employee, any representative, or any member of the Federation or any other participant in the grievance procedure by reason of such participation.

**G. Miscellaneous**

**1. Documents**

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. Meeting and Hearings**

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

**3. Availability**

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

**4. Withdrawal of a Grievance**

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Federation the grievance affects the welfare of the Administrative Professional staff, the grievance procedure may be continued as a grievance of the Federation.

The withdrawal of the grievance shall not constitute a precedent which might affect any similar case(s), nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

## **Article 6 Work Week**

1. The normal workday shall consist of seven (7) hours divided into two (2) periods, not necessarily of the same length, separated by a one (1) hour lunch period. The basic work week for the member(s) of the Unit consists of a total of five (5) tours of duty totaling thirty-five (35) hours within a five (5) day period from Monday through the following Friday.
2. The normal workday for all members of the Unit, hired before June 30, 2009, will be 9:00a.m. to 5:00p.m., except those current employees who are presently working or have worked a seven (7) hour day different from the 9:00a.m. to 5:00p.m. day as stated above.

Upon the mutual agreement between the College and the employee, the above may be waived, and a copy of the signed waiver shall be forwarded to the Federation within forty-eight (48) hours.

3. **A.** For all members of the Unit hired after June 30, 2009 the normal workday shall be seven (7) hours, beginning no earlier than 8:00a.m. ending no later than 7:00p.m. This does not preclude the College from employing new individuals in new positions, which may require different hours.  
**B.** In order to meet the needs of the College, work schedules for members of the Unit hired after June 30, 2009, may be altered. To change an employee's schedule of work, the employee's supervisor must inform the employee in writing, 30 days in advance of any proposed changes. Change in schedule must be mutually agreed upon, in advance and in writing, by the employee and the College, a copy of which is to be forwarded to the personnel file and the Federation.
4. In the event that meetings of official College committees are scheduled in a manner that overlaps an employee's one (1) hour lunch period, the employee shall be entitled to reschedule his/her lunch period on the same day by mutual agreement with the employee's immediate supervisor.

## **Article 7 Summer Hours**

Each year the workday shall be reduced by one (1) hour: effective the first workday after the Memorial Day holiday through the first Friday before pre-class week. The summer lunch period shall be reduced one-half hour. During summer schedule, employees may, with the approval of the appropriate Department Dean or Supervisor, adopt flexible work hours.

## **Article 8 Overtime Policy**

1. The employee's rate of pay shall be paid for work under the following guidelines:
  - 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 workday.
  - B. Weekly — all work performed in excess of forty (40) hours. OT shall be calculated on worked hours.
  - C. All work performed on the sixth workday of any workweek with the sixth day being the first day of their normal two (2) days off.
  - D. All work performed on a holiday plus the regular day's pay.
  - E. During summer hours, overtime shall be paid only for hours exceeding eight (8) hours per day, notwithstanding the abbreviated workday. Overtime will be paid for working prior to the scheduled shift or working after the scheduled shift during summer hours in excess of eight (8) hours in any workday.
3. Double time, the employee's regular rate of pay, shall be paid for all work performed on the seventh consecutive workday of any workweek.
4. Overtime opportunities will be distributed as equally, as possible, among employees in the same job classification and shift. Overtime is on a voluntary basis, with the understanding that both parties will cooperate to meet the needs of the College.
5. Administrative Professional employees shall be entitled to apply for part-time work within the College, outside of their respective Unit position. Before such position is accepted, the supervisor must provide approval.
6. All employees, working beyond their normal workday, shall be provided with at least one-half hour duty-free dinner. A \$10 food allowance shall be provided to each Unit employee who works two (2) or more hours of overtime.

## **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 workday, shall be entitled 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, Engineering Technology and Student Center buildings on the West Windsor campus. These lounges will include couches, refrigerators and heating units.
3. A Faculty/Staff area shall be provided at the James Kerney Campus.

## **Article 10 Civic Duty Leave**

1. **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.
2. **Military Duty**  
Permanent employees shall be granted leave of absence to meet their two (2) week, annual 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 their active duty notice and will be granted military leave, which is in addition to annual vacation leave.

## **Article 11 Vacation Leave**

All Administrative Professional staff members covered by this Agreement shall be eligible for vacation leave based on their years of continuous service as follows:

1. In the first year of service, Vacation shall be earned at the rate of one (1) day for each full month worked, with no leave to be taken until after the employee has worked three (3) months.
2. Employees who are in their second year, through the fifth year of employment, shall earn vacation at the rate of fifteen (15) days per year.
3. Effective with the start of the sixth year, through the ninth year, vacation shall be earned at the rate of eighteen (18) days per year.
4. Employees having completed more than ten (10) years of continuous service, vacation shall be earned at the rate of twenty-one (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>Years 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 at the end of the month in which it is earned, 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. If an employee is called back to work while on vacation, he/she shall be paid time and one-half per day, and shall not lose unused accrued vacation day(s).
9. Vacation leave credits shall continue to accrue while an employee is on leave with pay.
10. Should scheduling of vacation conflict among employees within a department, seniority shall prevail.
11. Individuals, who have prior year(s) accrued vacation leave, are entitled to payment for same upon termination of employment.
12. 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 year's 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.
13. The College and the Federation agree to the buy-back of vacation days: Year 1: two (2) days; Year 2: two (2) additional days; Year 3: two (2) additional days, for a total of six (6) days.

## **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.....	2 days

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 Article 13.2. The final paycheck shall be adjusted as necessary, to recoup used personal days in excess of the proration.

## **Article 14 Sick Days**

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 Human Resources.
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 (Article 1.A.).
3. Individuals will be required to submit medical certification of illness and its duration, for absences of five (5) or more consecutive days, or when abuse of sick days is indicated by frequency, pattern, or other facts. Medical certification of ability to return to work is required.
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 if the supervisor is unavailable then his/her designee shall be notified within one (1) hour of the employee's 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 four hundred (400) 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/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 Article 15.4. No partial days may be claimed.
8. Upon presenting a claim to the sick leave bank, the employee or his/her 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 stated 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 Article 15.8.
10. Over and above the provisions of Article 15.6, but consistent with the requirements stated in Article 15.4, 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/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 of leave. 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. This shall be for one year.
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 Article 16.6.
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 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. Two (2) officials 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 his/her designee shall inform the Division Dean or Supervisor (or his/her designee) to obtain approval to leave his/her 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 to exceed four (4) days in any one year or one calendar year per individual may be used by Federation officials or delegates.

Two (2) individuals, per year, shall be granted to be 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 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, their spouses, registered domestic partners, children, grandchildren and retired employees shall be permitted to take credit courses, offered by the College, without tuition or fee charges. Adult children may take a maximum of 15 credit hours, free of tuition and fees, on a space available basis per academic year.

Employees must attend such courses during their normal free time, except in the office of Strategic Enrollment Services, where the maximum number of employees who may attend credit courses during any semester or summer is four (4). The 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.

2. Employees may take one (1) non-work related, non-credit course, annually with the approval of the Vice President for Administration and Chief Business Officer. Furthermore, if denied, the decision of the Vice President is final.

3. After twenty (20) years of service, retired employee's dependent children, as defined under the visions of the Internal Revenue Service, will be allowed to attend Mercer County Community College free of tuition and fees.
4. Employees, their spouses, registered domestic partners, children, grandchildren and retired employees are responsible for extraordinary fees over \$200, as paid by other students enrolled at the College. Each employee, their spouse, registered domestic partner, children, grandchildren and retired employees must complete a form provided by the College, establishing eligibility under this Article prior to registration for enrollment in credit courses as described in Article 23.1.
5. Unit employees who wish to take credit by examination and/or credit by experience will have all associated fees waived.
6. Tuition reimbursement for courses taken at other institutions shall be Rutgers lowest rate to members of the Federation as per College policies.
7. The College will annually offer a 100% discount for all tuition and fees, for children and grandchildren of the Unit who wish to enroll in Camp College Campus Kids; Tomato Patch; Performing and Visual Arts Program; Sports Camps; Kelsey Kids Playshop; Indoor Soccer League; and High School summer Soccer League. Camp College Specialty Camps will remain at a 50% discount for all tuition and fees. Unit employees will be required to pay for any before and after care fees, if such services are desired.

## **Article 24**

### **Professional Development**

1. Each employee shall be entitled to two (2) Professional Development days per academic year. Only activities approved, in advance, by the College Human Resources department shall qualify as eligible Professional Development activities.
2. The College shall consider the needs and desires of the Administrative Professional staff members who want to pursue formal education.
3. The College may authorize an Administrative Professional staff member to attend academic conferences, professional meetings or workshops offered by educational institutions or other organizations designed to increase the Administrative Professional staff member's value to the college. In such cases, the College will reimburse the Administrative Professional staff member for all expenses incurred.

## **Article 25**

### **Publication of Agreement**

1. The Human Resources Department shall give copies of this agreement, to 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 26**

### **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.
2. The College shall provide a lockable file cabinet for the use of the Federation.

## **Article 27**

### **Negotiating Procedure**

1. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Federation all pertinent personnel records, data and information relevant to negotiating a successor Agreement.
2. Neither party in any negotiation shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their Representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiation subject to the approval of the Board and the Federation.
3. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Federation for the duration of this Agreement.
4. 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.
5. 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 those 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.
6. 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.

## **Article 28**

### **Federation Meetings**

1. Rooms at the College may be used for legitimate Federation meetings provided:
  - A. Arrangements are made in advance with appropriate college officials and college procedures are followed;
  - B. There is no interference with College operations.
2. 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 10:00p.m. to 8:00a.m., as well as Saturday, Sunday and Holidays).
3. The Federation accepts responsibility for maintaining the facilities in the condition in which they are received.

## **Article 29**

### **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/her designee and/or the Safety Committee for review and appropriate action.

## **Article 30**

### **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 lawful 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 arising out of and in the course of the lawful duties, 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 or Bursar's Office. 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 31**

### **Insurance**

1. The College will pay the premium for full coverage, for the unit member and his/her eligible dependents, under the New Jersey School Employees Health Benefits Program or an equal amount for an approved HMO program.  
The College will also pay the premium for major medical coverage, for both the employee and eligible dependents who are covered under the New Jersey School Employees Health Benefits Program.  
The Board reserves the right, after consultation with the Federation, 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 School Employees Health Benefits Program.  
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 \$200 for regular prescription eye glasses or contact lenses and \$300 for bifocal glasses or contact lenses or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse, registered domestic partner, and unmarried children under twenty-three (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 sixty (60) days.
  - B. Full-time employees and eligible dependents, as defined above, shall be eligible for a maximum payment of \$75 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 or contact lenses 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 or domestic partners 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 is open to the public.

### **Article 32**

#### **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. The use of a bulletin board will be provided at the Career Center.

### **Article 33**

#### **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 or the assigned duties of employees.

### **Article 34**

#### **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 35**

#### **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.
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 without pay, shall be followed before dismissal.

### **Article 36**

#### **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.
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 workday 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 or the employee.  
Employees shall be informed of their progress, in writing, during any probationary period.
7. 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 37 Evaluation**

1. 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 deficiency remain and the performance continues 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.

2. The employee shall sign the evaluation(s). However, the employee's signature does not indicate agreement only acknowledgement/receipt.
3. 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 38 Payroll Deductions**

1. The Board agrees, upon request, to deduct from any employee's salary, credit union payments: amount 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 monthly. Payroll direct deposit shall be available to unit employees.

### **Article 39 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 40 Statement of Leave Time**

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

### **Article 41 Salary**

1. Effective July 1, 2016:

<b><u>Grade and Title</u></b>	<b><u>Min.</u></b>	<b><u>Max.</u></b>
1 Administrative Assistant I	\$24,339.29	\$41,688
2 Administrative Assistant II	\$27,817.86	\$50,641
3 Administrative Specialist I	\$30,715.42	\$55,212
4 Administrative Specialist II	\$33,614.05	\$58,424
5. Nursing Program Specialist	\$34,772.86	\$61,282
6. Department Specialist	\$34,772.86	\$61,282
7. Executive Assistant*	\$35,931.67	\$64,229
8. Senior Executive Assistant*	\$45,931.67	\$74,229

*[\*Base salary increase of at least \$3,000 after 10 years of satisfactory service as an Executive Assistant.]*

2. A. Effective July 1, 2016, unit members who are employed during this contract period (2016-2019) shall receive a 1% increase on their base salary. Additionally, the Federation agrees to the College's proposed Shared Success Model. All active employees, as of July 1, 2016 shall receive a \$350.00 lump sum payment, which shall not be included as part of the base salary.
- B. Maximum salaries for particular ranges shall not be exceeded, exclusive of any longevity payment as defined in the longevity paragraph below. Pro-rated 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 paychecks will be dated no later than the last workday prior to the holiday. There shall be no payroll advances.

3. **Longevity**

Longevity payments commence with the first day of the first full pay period following the anniversary of hire or rehire. Anyone hired after June 30, 2017 will not receive longevity payments.

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	\$ 300
Five years	\$ 800
Ten years	\$1,500
Fifteen years	\$2,000
Twenty years	\$2,500

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

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
Associate's degree or 90 academic credits plus job-related certification	\$ 600
Bachelor's degree.....	\$1,500
Master's degree.....	\$2,000

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.

5. **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) workdays, 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 \$1,500.00.

## 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 may receive severance pay at the rate of one (1) week's pay for each year of service. Severance pay may 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.

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This agreement was duly ratified by the Mercer County Community College Federation of Administrative Professionals, Local 2319, AFT, AFL-CIO and by the Board of Trustees of Mercer County Community College on May 25, 2017.

**FOR THE BOARD:**

  
\_\_\_\_\_  
Jianping Wang, President  
Mercer County Community College

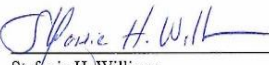
**FOR THE FEDERATION:**

  
\_\_\_\_\_  
Elizabeth R. Knight, President  
Mercer County Community College  
Federation of Administrative Professionals  
Local 2319, AFT/AFL-CIO

**ATTEST:**

  
\_\_\_\_\_  
Dr. Mark Harris, Vice President Finance  
& Administration

**ATTEST:**

  
\_\_\_\_\_  
Stefanie H. Williams  
Mercer County Community College  
Federation of Administrative Professionals  
Local 2319, AFT/AFL-CIO



