

Contract no. 73

CAMDEN COUNTY COLLEGE
BLACKWOOD, NEW JERSEY

LIBRARY
Camden County College
Blackwood, NJ
1991

AGREEMENT

between

**BOARD OF TRUSTEES
OF
CAMDEN COUNTY COLLEGE**

and

**INTERNATIONAL UNION OF ELECTRONIC,
ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS,
AFL-CIO, LOCAL 440**

**Secretaries, Clerks, Bookkeepers,
Graphic Arts and Switchboard Operators**

July 1, 1991 to June 30, 1994

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AGREEMENT

The BOARD OF TRUSTEES OF CAMDEN COUNTY COLLEGE operating under the provision of Public Laws of 1968, Chapter 303 of the State of New Jersey as amended by Chapter 123, Public Laws of 1974 of the State of New Jersey and THE SECRETARIES, CLERKS, BOOKKEEPERS, GRAPHIC ARTS AND SWITCHBOARD OPERATORS OF CAMDEN COUNTY COLLEGE.

THIS AGREEMENT entered into this first day of July 1991, between the CAMDEN COUNTY COLLEGE, hereinafter called the Board, and the INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS, AFL-CIO, by and in conjunction with LOCAL 440, hereinafter called the Union.

ARTICLE I - PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between said parties.

ARTICLE II - RECOGNITION

The College recognizes the Union as the exclusive bargaining agent for all its employees for the purpose of collective bargaining in respect to wages, hours and working conditions.

The term "employees" as used in the Agreement shall include all Secretaries, Clerks, Bookkeepers, Graphic Arts and Switchboard Operators, full and part-time exclusive of employees in the Office of the President, the Office of Personnel and Labor Relations and the Payroll Supervisor.

ARTICLE III - RIGHT TO ORGANIZE

All present and newly hired employees, covered by this Agreement, may on the thirtieth (30th) calendar day of their employment, or thirty (30) days after the effective date of this Agreement, whichever is the later, become members in good standing of the Union and may maintain such membership in the Union during the life of this Agreement.

ARTICLE IV - CHECKOFF

For the duration of this Agreement, the College shall deduct from each pay of each month, the semi-monthly Union dues for those employees in the bargaining unit whose written and signed authorizations are received by the College.

The College shall forward a check for the total of such deductions to the Financial Secretary of the Union each pay day for which the deduction is made. The following dues deduction authorization shall be in the form as follows:

CHECKOFF AUTHORIZATION

I.U.E. LOCAL 440

TO: _____

(Name of College & Location)

(Effective Date)

I authorize and direct that you checkoff from my pay each month an amount equal to I.U.E. Local 440 membership dues, and to promptly remit same to Local 440, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- (a) the expiration of contract; or
- (b) one year from signature

Revocation shall be in effect only if I give you and Local 440, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

Date

Employee's Signature

Initiation Dues: _____

ARTICLE V - AGENCY SHOP

Agency Shop Provision for Non-Members

Upon written notification from the President of Local 440, the College will deduct from non-dues paying employee(s) represented by this bargaining unit, a representation fee equal to eighty-five percent (85%) of the annual dues for Local 440 members.

The Treasurer of Local 440 will determine the amount of the dues to be paid by payroll deduction. The Union shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon deduction authorization forms submitted. It is further understood that once the funds deducted are remitted to the Union, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE VI - MANAGEMENT

Recognition of Rights and Functions of Management

- I. Subject to the provision of this Agreement, the Union agrees that supervision, management and control of the Camden County College operations are exclusively the function of the College and that the College has the right to make such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.
- II. It is the prerogative of the College from time to time to modify, change, to select and determine all qualifications of new employees, and the methods by which such qualifications are to be determined; to assign Union members as the College shall in its judgment determine proper; to fix all or any assignments as to wages and hours which need be uniform.

III. Subject always to the right of the Union to bargain collectively with the College with respect to salaries, grievances, and other terms and conditions of employment, the exercise by the College of any one or more of its prerogatives, as set forth above, shall not at any time be subject to collective bargaining as provided in this Agreement.

ARTICLE VII - GROUP LEADERS

Group Leaders shall be chosen by the College President or his designee whenever he deems it necessary. In the selection of a Group Leader, the College President or his designee will give weight to seniority in his choice.

Group leaders shall be paid an additional five percent (5%) per year over and above their base salary.

ARTICLE VIII - NON-DISCRIMINATION

- I. There shall be no discrimination, interference, restraint, intimidation or coercion by the College and its representatives or by the Union and its representatives on account of any employee's sex, race, color, creed, national origin, marital status, age, handicap, or veteran's status.
- II. There shall be no discrimination against any employee on account of membership in the Union or on account of employees' participation in any Union activities, defined to mean the fulfillment of steward functions.
- III. Any employee who engages in any form of conduct or activity (sexual harassment) which violates Section 703 of Title VII shall be subject to disciplinary action up to and including discharge as the College in its sole discretion shall deem appropriate, including selective discipline where all participants cannot be discharged and all

leaders, participants and instigators cannot be identified. An employee who believes the disciplinary action by the College concerning him or her was not justified shall have recourse to the appropriate grievance procedure.

ARTICLE IX - HOURS AND OVERTIME

SECTION 1

The standard work week shall be thirty-five (35) hours per week, seven (7) hours per day, five (5) days per week from Monday through Friday.

SECTION 2

Prorated portions of annual salaries will be paid by check every other week. There shall be no payroll advances other than for authorized vacation periods.

SECTION 3

The Union shall be notified within a reasonable time of any proposed changes in the above working schedule. Any differences or disputes concerning any such proposed changes shall be handled through the grievance procedures.

SECTION 4

All work performed in excess of seven (7) hours in a single day, in excess of thirty-five (35) hours in any given week and all work performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular straight time rate.

SECTION 5

Double time shall be paid for all work performed on Sunday. Work performed on listed holidays shall be paid for at double time and a half (2-1/2) which shall include all remuneration including pay for the holiday and overtime premium.

SECTION 6

No employee will be required to work on holidays that are observed by the College and listed in this Agreement. If the College knows of its overtime requirements, it will endeavor to give notice of three (3) days of overtime requirements and three (3) days notice of requested Saturday overtime.

SECTION 7

If requested to, employees will be expected to work reasonable overtime.

SECTION 8

If any employee is injured during the course of the work day and requires medical or surgical attention, he/she will be paid the balance of the regular work day on which such injury occurs at his/her regular hourly rate.

SECTION 9

In the event that the Board of Trustees should institute classes on Saturday during the college year, the work week for this shift should then be from Tuesday through Saturday inclusive. Employees placed on this as a weekly schedule shall either be newly hired for this schedule or old employees may select that as their regular work week.

SECTION 9A

In the event that the Board of Trustees should institute classes on Sunday during the college year, the work week for these shifts should then be Wednesday through Sunday inclusive. Employees placed on this weekly schedule shall either be newly hired for this schedule or old employees may select that as their regular work week.

All work performed in excess of seven (7) hours in a single day, or in excess of thirty-five (35) hours in a given week and all work performed on a sixth day shall be compensated at one and one-half times (1-1/2) the regular

straight time rate. Double time shall be paid for all work performed on a seventh day. Work performed on listed holidays shall be paid at double time and one-half (2-1/2) which shall include all remuneration including pay for the holiday and overtime premium.

SECTION 10

Office Hours:

- (1) Offices during the basic school year, September 1 through May 31 shall be open five (5) days per week (Monday to Friday) 8:30 a.m. to 4:30 p.m. These hours will also apply for the Tuesday through Saturday and Wednesday through Sunday work week (one (1) hour for lunch).

Regarding work shifts for secretarial personnel:

(a) The College will attempt to mutually agree with the involved employees regarding the filling of a shift(s).

1st shift	8:30 a.m. - 4:30 p.m.
2nd shift	4:30 p.m. - 12:30 a.m.
3rd shift	12:30 a.m. - 8:30 a.m.

(b) Thereafter, if no mutual agreement is reached the position will be put up for bid and if not satisfactorily resolved thereafter, if necessary, alternative measures regarding new hires to fill positions or transfers will be utilized to complete implementation.

(c) Such new shift employees shall receive \$.55 additional compensation for each hour of such shift(s). Effective July 1, 1993, the compensation shall be increased to \$.61.

(d) If a Tuesday through Saturday schedule is initiated then those employees affected shall receive an additional \$250.00 per annum.

(2) Offices during the summer months (June 1 through August 31) shall be open from 8:30 a.m. to 4:00 p.m. (one (1) hour for lunch).

ARTICLE X - COLLEGE CLOSINGS

- I. If roads and/or weather conditions are deemed unsafe for travel by students and faculty and classes therefore cancelled, this same policy shall also apply to employees.
- II. When conditions at the College are such that personal safety and personal property are in danger, employees shall notify their immediate supervisor. At that point, the President or his designee will determine the extent of the conditions relating to the personal safety and personal property of the employees and at that time notify all concerned of this decision.

ARTICLE XI - REPORTING TIME

Employees who report to work at their regular starting time and have not been given at least one day's notice not to report, shall be guaranteed at least four (4) hours work or pay, except when the inability to provide four (4) hours work is due to an "Act of God" beyond the control of the College.

ARTICLE XII - SENIORITY

SECTION 1

A. Seniority shall be defined as the employee's length of continuous service within this specific bargaining unit, beginning with the original date of hire in a full-time capacity. In the event that the employee should leave the bargaining unit and take another non-Local 440 position within the College, his seniority in Local 440 will end.

B. Part-Time Employees

The longevity payments which will become effective July 1, 1993, will not be applicable for bargaining unit members who are not regularly scheduled to work a minimum of thirty-five (35) hours per week (excluding the full-time ten-month employees).

Permanent part-time employees hired after July 1, 1991 will earn seniority on a prorated basis. Part-time bargaining unit members employed by the College as of June 30, 1991 will continue to earn their seniority as in the past without distinguishing between their full or part-time employment. Specifically, their original date of hire and their continuous service in Local 440 are the only two criteria that will be utilized in determining their seniority status for layoffs and job bidding.

New part-time hires however, will earn seniority in accordance with the following schedule:

<u>HOURS PER WEEK</u>	<u>ANNUAL SENIORITY EARNED</u> <u>(In Months)</u>
35	12 months
34 - 30	10 months
29 - 25	8 months
24 - 20	6 months
19 - 15	4 months
14 - 10	2 months

SECTION 2

- A. In the case of a layoff, an employee up for disposition will first be required to fill a vacancy, if one exists, within the same classification with the provision that he/she is qualified to do the work. If no vacancy exists, the qualified employee up for disposition will then have the option of either displacing the least senior employee in the same or lower classification.
- B. In the event the employee up for disposition elects to displace an employee in a lower classification he/she shall receive the rate of pay of the employee displaced. Pay will be determined by the years of service.

C. An employee up for disposition may elect to be laid off rather than displace another employee.

D. In no event shall this article supersede affirmative action or equal opportunity programs or rules or regulations.

SECTION 3

Recall from layoff shall be accomplished in the inverse order of the layoff. Employees shall be required to be able to perform the work.

SECTION 4

All employees shall be notified by certified mail, directed to the address of the employee as stated in College records, to return to work and to be allowed five (5) work days in which to report to work after such notice before any loss of seniority occurs.

SECTION 5

Employees on layoff shall be recalled to work prior to the College hiring new employees. Employees shall be eligible for recall when on layoff for a period not to exceed the following:

Seniority up to three (3) years - not to exceed twelve (12) months.

Seniority three (3) years and up to five (5) years - not to exceed eighteen (18) months.

Seniority five (5) years and up to ten (10) years - not to exceed twenty-four (24) months.

Seniority ten (10) years and up to fifteen (15) years - not to exceed thirty (30) months.

Seniority fifteen (15) years and up to twenty (20) years - not to exceed thirty-six (36) months.

Seniority twenty (20) years or more - not to exceed forty-two (42) months.

SECTION 6

All elected union officials, up to a maximum of twelve (12), shall have super seniority for the purpose of layoffs, during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

SECTION 7

The College shall send notification to the Union each month of new hires and terminations showing name, address, date of hire, job title and salary.

SECTION 8

Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled.

SECTION 9

Any member being elected or delegated to any Union activities necessitating a temporary leave of absence without pay shall be granted same and at the end of such leave shall be returned to their former job and rate, plus any increases granted in their absence without loss of other benefits.

SECTION 10

All military leave shall be dealt with in accordance with applicable Federal and Local Regulations.

ARTICLE XIII - GRIEVANCE PROCEDURE

Any differences, disputes or grievances that may arise between the Union and the College regarding interpretation of this Agreement will be taken up as follows:

Step 1

Between the aggrieved employee and the steward on the one hand and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them in eight (8) hours, the grievance shall be reduced to writing and referred to:

Step 2

The Union Chairman and the Steward, or their designees, on the one hand, the College President and the supervisor, or their designees, on the other hand. If no satisfactory agreement is reached between them within five (5) days, the matter will be referred to:

Step 3

The Grievance Committee with the Union Representative on the one hand and the College and its Representative on the other hand. If no satisfactory agreement is reached between them within five (5) days, the matter shall be dealt with as hereinafter set forth.

Step 4

All differences, disputes, or grievances between the parties that are not satisfactorily settled after following the grievance procedures set forth above, shall at the request of either party, be submitted to arbitration within fifteen (15) days to the American Arbitration Association.

- (a) The decision of the arbitrator shall be final and binding on both parties.
- (b) All time spent in the adjustment of grievances, the negotiating of the labor contract, and arbitration will be paid for by the College at straight time.
- (c) The time for meetings or for giving of decisions at each step above set forth may be extended by mutual agreement of the parties involved in the particular or respective steps.
- (d) The Union and the College shall share the cost of arbitration.
- (e) The Union and the College shall have the right to bring in the aggrieved person(s) in any of the above steps of the grievance procedure as outlined above.

(f) A grievance must be filed in writing within fifteen (15) calendar days from the date on which the act which is the subject matter of the grievance occurred or fifteen (15) calendar days from the date on which grievant should reasonably have known of its occurrence or thereafter be barred.

(g) Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the College within five (5) working days from the date of the discharge or the same will be deemed to have been waived.

(h) Without limitation, the College shall have the right to discharge employees within the first ninety (90) calendar days of employment.

ARTICLE XIV - NOTICE OF DISCHARGE

SECTION 1

Employees shall be discharged only for just cause.

SECTION 2

The President of Local 440 shall be notified immediately of all discharges.

SECTION 3

It is agreed that a discharge grievance shall be processed immediately with the College President or his designee.

SECTION 4

If any discharge is found to be unfair or discriminatory, the employee shall be reinstated.

SECTION 5

Any employee with at least one (1) year seniority will receive thirty (30) days notice of layoff or in lieu of notice two (2) weeks pay.

ARTICLE XV - VACATIONS

SECTION 1

The College agrees to grant to each employee on the payroll as of July 1 of each year a vacation with pay, in accordance with the following schedule, according to the length of service of each individual:

- (a) Employees who have worked less than five (5) years will accrue vacation at .835 days per month.
- (b) Employees who have worked five (5) years shall begin to accrue three (3) weeks vacation. Employees who have worked six (6) years shall begin to accrue three (3) weeks plus one (1) day vacation. Employees who have worked seven (7) years shall begin to accrue three (3) weeks plus two (2) days vacation. Employees who have worked eight (8) years shall begin to accrue three (3) weeks plus three (3) days vacation. Employees who have worked nine (9) years shall begin to accrue three (3) weeks plus four (4) days vacation.
- (c) Employees who have worked ten (10) years shall begin to accrue four (4) weeks vacation.
- (d) Employees who have worked more than ten (10) years shall begin to accrue twenty-two (22) vacation days.
- (e) Part-time employees shall have their vacation time prorated and receive vacation pay accordingly.
- (f) It is understood that vacation time will be used within any two (2) year period. Vacation time should be taken so that it is mutually satisfactory with his/her immediate supervisor.
- (g) An employee who retires at any age shall receive a pro rata vacation pay as of the date he/she leaves the employ of the College.

(h) The pro rata vacation pay of an employee who dies while in the employ of the College shall be paid to the beneficiary of his/her group life insurance policy.

(i) Vacation time may be taken as it is earned.

SECTION 2

On July 15 of each year employees will receive a memorandum from the Personnel Office advising them of the number of personal days, sick days and vacation days they have remaining. Additionally, it is agreed that the Personnel Office will notify, in writing, any employee who is in danger of losing time at least sixty (60) days prior to the end of the fiscal year.

ARTICLE XVI - HOLIDAYS

SECTION 1

The College agrees to pay to each eligible employee seven (7) hours pay for each of the following holidays:

1. July 4th
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Eve Day through/and including New Year's Day
6. Martin Luther King's Birthday
7. Good Friday
8. Easter Monday
9. Memorial Day
10. Employee's Birthday (or an alternate day mutually agreed upon by the employee and the immediate supervisor)

ADDENDUM: Part-time employees shall receive pro rata pay for holidays they would normally be scheduled to work.

SECTION 2

Eligible employees shall include all those who are at work within the work week in which the holiday falls or absent for bona fide reasons.

SECTION 3

In the event that any of the above holidays fall on a Saturday, they shall be celebrated on the preceding Friday.

In the event that any of the above holidays fall on a Sunday, they shall be celebrated on the following Monday.

ARTICLE XVII - SICK LEAVE

All employees are entitled to take time off from work because of personal illness in the immediate family (father, mother, spouse, or children) without any loss of pay, according to the following schedule:

- (a) Employees are allowed twelve (12) days of sick leave per year.
- (b) Accumulated days of sick leave will be unlimited.
- (c) A sick leave is subject to medical verification if requested by the immediate supervisor.
- (d) Part-time employees will have their sick leave prorated based on time worked.
- (e) Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.
- (f) Upon retirement from the service of Camden County College, as confirmed by the New Jersey Public Employee Retirement System, a Local 440 member shall receive a lump sum payment equal to \$40.00 for fifty percent (50%) of unused accumulated sick leave with the provision that:
 1. The Local 440 member has been employed continuously by the College (including periods of approved leaves of absence) for a period of fifteen (15) complete years or more, and

2. The local 440 member has formally notified the College of an intent to retire by November 1 of the year prior to the fiscal year in which retirement will take place. In emergent circumstances, a later notice may be considered by the Board; however the College may elect to defer payment for one year to allow for budgeting.

Exceptions to the period of employment and notification timeliness described above will be granted only in cases of unforeseen disability retirement from the College.

Sick Bank

1. Sick Leave Bank - a sick leave bank will be established for use by an employee who has suffered an extended disability and/or catastrophic illness and have exhausted their own sick and personal leave. The bank will be administered by a committee of two (2) administrators appointed by the College President and one (1) employee appointed by the Local 440.
 - a. At the end of each fiscal year, all employees may contribute unused sick days which are in excess of their entitlement of twelve (12) days per year for personal illness.
 - b. In order to be eligible to use the sick leave bank, an employee must have contributed at least two (2) days within the prior two (2) fiscal years to the bank. Exceptions may be considered in extraordinary circumstances at the discretion of the College President. An employee must also have at least one (1) continuous year of employment.

- c. The total sick leave bank shall not exceed one thousand (1,000) days. An employee must contribute to the bank in order to maintain his/her eligibility, even when such contribution would cause the bank to exceed the maximum of 1,000 days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at 1,000 days.
- d. An eligible employee may present a claim to the Personnel Office for additional sick leave from the bank after all accrued sick and personal leave time is exhausted. Upon presenting such a claim, the employee must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.
- e. Claims for sick leave from the bank may not be made for illness or injury resulting from a job-related condition which falls under the worker's compensation laws.
- f. Claims for sick leave from the bank may not be made during the time when the employee is eligible for disability benefits.
- g. No employee may claim more than ninety (90) days from the bank in any twelve (12) month period. Once an employee has used a total of ninety (90) days during any twelve (12) month period, he/she is not eligible for further withdrawals from the bank until he/she has worked twelve (12) additional months of continuous service.

Employees whose claims are validated using the above criteria will be paid as follows:

<u>Years of Continuous Service</u>	<u>% of Salary Paid</u>
2 to 3 years	50%
4 to 5 years	70%
6 or more years	80%

ARTICLE XVIII - MATERNITY

Maternity leave of up to six (6) months may be granted by the College. If such leave is granted the employee shall have the right to return to her old position in the employment of the College. Should an extension of six months be requested, it will not be unreasonably denied.

ARTICLE XIX - FAMILY LEAVE

The College will comply with the State law and guidelines concerning the Family Leave Act.

ARTICLE XX - PERSONAL LEAVE

A. Employees will be granted a personal leave with pay not to exceed three (3) days per year, for matters which cannot be cared for in other ways. Personal leave may not be used for vacation or work for pay for another employer. Unused personal leave will be added to accumulated sick leave entitlement. The employee requesting personal leave will give at least twenty-four (24) hours advance notification to his/her supervisor, except in case of emergency.

B. Probationary employees shall be granted Personal leave on a prorated basis as follows:

<u>Date of Hire</u>	<u>Personal Days</u>
July 1 - October 31	1 day
November 1 - February 28	1 day
March 1 - June 30	1 day

ARTICLE XXI - BEREAVEMENT LEAVE

In the event of a death in the immediate family, the College may grant leave with pay not to exceed five (5) days. An employee's immediate family shall be considered as husband, wife, children, brother, sister, stepchildren, grandchildren, father, mother, mother-in-law, father-in-law, grandfather and grandmother. Additionally, one (1) day off with pay may be granted by the College in the event of a death of an employee's aunt, uncle, brother-in-law, sister-in-law, nephews, nieces, and cousins.

ARTICLE XXII - HOSPITALIZATION AND PRESCRIPTION PLAN

The College shall pay all premiums to provide for full Blue Cross coverage, with Rider J premiums for employees and eligible dependents and Major Medical. The College will provide a prescription plan (\$2.00 per prescription) for each employee, spouse, and his/her unmarried eligible dependents.

ARTICLE XXIII - JURY DUTY

An employee who is required to be absent from work in order to serve jury duty shall receive from the College the difference between the daily jury duty pay and the amount payable at his/her regular straight time earnings for a normal work day.

ARTICLE XXIV - WORKMEN'S COMPENSATION INSURANCE

All employees are covered by Workmen's Compensation Insurance.

SECTION 1

In the event of an accident, the employee shall immediately notify his/her immediate supervisor.

SECTION 2

Time lost from work due to an injury occurring while at work shall not be taken from the employee's allowed sick days until clarified under the Workmen's Compensation Insurance Program.

SECTION 3

Employees shall be allowed time off from work, without loss of pay, to attend compensation hearings which occur during their regular work day.

ARTICLE XXV - DENTAL INSURANCE

All full-time employees and eligible dependents will be covered by the New Jersey Dental Plan, premium to be paid by the College. The terms and conditions of the dental benefit package will be identical to coverage in existence for other employees of the College as of July 1, 1983.

ARTICLE XXVI - DISABILITY INSURANCE

The College agrees to pay all premiums to provide a Disability Insurance Plan for employees who have completed their probationary period.

ARTICLE XXVII - TUITION

A. Local 440 members and eligible dependents who meet the course entrance requirements are to be granted tuition free entrance to any credit classes offered by the College. The general service fees will be waived for Local 440 members and eligible dependents. Eligible dependents up to twenty-three (23) years of age shall be those defined by the IRS code. Members of Local 440 may also attend non-credit courses without payment of tuition and fees if said course(s) is deemed work-related and approved by the appropriate Dean.

Enrollment in non-credit courses is limited to a space available basis.

B. Dependent children, age twenty-three or younger, of full-time Local 440 members who have died while employed by the College shall be permitted to enroll on a tuition-free basis at the College for a maximum of thirty (30) credits per fiscal year for a limit of two (2) years if they meet the academic standards requirements and obtain the approval of the Dean of Academic Affairs.

C. Upon successful completion of ("C" or better) a course, Local 440 members may be reimbursed for tuition and fees up to an amount per credit that does not exceed the prevailing rate per credit at Rutgers University for in-state students, or at fifty percent (50%) of the existing rate of the institution the Local 440 member is attending, whichever is the lesser amount. The employee can be reimbursed for a maximum of fifteen (15) credits or its equivalent during the period between July 1 and June 30, each year. There will be a different reimbursement rate for undergraduate course(s) than for graduate course(s) in accordance with the respective tuition rates at Rutgers University. Reimbursement provisions will also be applicable to workshops, seminars, and vocational school training.

Approval by the College President or his designee is to be secured in advance. Payment will be made on exhibition of receipt of payment for the course(s) and the official final grade(s).

D. The College will reimburse Local 440 members for the Transfer Credit Evaluation Fee, the Annual Enrollment Fee and Tuition Fees assessed by Edison State College.

ARTICLE XXVIII - REST PERIOD

Employees will be given a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon without loss of pay.

ARTICLE XXIX - WASH-UP TIME

All employees shall receive five (5) minutes wash-up time before the regular lunch period and before quitting time, or supper time if working overtime.

ARTICLE XXX - SAFETY CONDITIONS

The College President or his designee and Union Chairwoman or her designee shall comprise the Safety Committee. They shall meet when deemed necessary to discuss and rectify any safety condition they feel necessary to institute. Employees shall use all protective devices and safety equipment provided by the College, and observe all College safety rules.

ARTICLE XXXI - BULLETIN BOARDS

The College shall make available to the Union a bulletin board for the purpose of posting official Union notices.

ARTICLE XXXII - UNION VISITATION

Officers or Representatives of the Union shall, upon request of the Union, be admitted to the College during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances upon permission of the College President or his designee.

ARTICLE XXXIII - PROMOTIONS AND POSTING OF VACANCIES

SECTION 1

It is the policy and intention of the College to upgrade its employees. Job vacancies on permanent or new positions will be posted for a period of not less than three (3), but not more than five (5) working days exclusively within the College for the information of the employees. The posting will include, but not be limited to, a general summary of the major duties expected of the position, as well as the salary.

All newly created jobs, within the unit, which have not been posted will be discussed with the President and/or Vice President of the Local before posting.

SECTION 2

If an employee applies for an open staff position and meets all of the written qualifications in the job description, the College shall give first consideration to the applicant before filling the vacancy.

Procedures to be utilized in the filling of positions for Local 440, I.U.E., bargaining unit members are as follows:

1. The College will maintain a system wherein the most senior applicant for a position will be appointed to said position for a thirty-day probationary period.

The applicant will be interviewed by the immediate supervisor in advance of an official appointment. The basic purpose of the interview will be to provide the immediate supervisor with an opportunity to delineate the specific job responsibilities and reasonable expectations (e.g., productivity standards, skills level, organizational capabilities, etc.) that the applicant will have to satisfy. In the event that, as a result of the initial interview, the most senior applicant does not accept the position, the next most senior applicant will receive the same consideration that was extended to the primary candidate. If there are no additional applicants, the position will either be advertised externally or the College will assign a current bargaining unit member to fill the position.

2. The candidate with the greatest seniority will have a thirty-day (30 calendar days) probationary period within which to demonstrate that he/she has the necessary and appropriate skills and abilities to successfully meet the requirements for the position.

It will be the responsibility of the immediate supervisor to complete a performance appraisal form near the end of the probationary period and forward same to the Personnel Office. Further, the supervisor will give a photocopy of the appraisal form to the candidate at the time it is completed.

3. Should the overall performance appraisal indicate that the candidate has failed to meet the basic requirements for the position, the employee will have one of several options:

(a) If his/her previous position has not yet been filled by the College, the employee will be assigned to fill the vacancy.

(b) If the former position has been filled, the unsuccessful candidate will either be assigned to another existing vacancy of a comparable level, or may utilize the "bumping" rights contained in Article XII, Section 2 of the current collective bargaining agreement.

Note: the College cannot guarantee that every candidate's "former" position will not be filled during a probationary period because the needs of the College will be assessed on a case-by-case basis.

4. An employee who utilizes seniority to move laterally or downward will be required to remain in the new position for a period of one full year.

5. It is understood by the parties that an unsuccessful candidate will have full access to the grievance procedure, including binding arbitration, if there is a disagreement with the performance appraisal form that was completed by the immediate supervisor at the conclusion of the probationary period.

6. External applicants for position(s) that have not been filled by bargaining unit members may still be tested by the College (Note: several entry-level positions in the bargaining unit do not explicitly require specialized skills). However, the College will notify external applicants who are appointed to those positions that do not require specialized skills, that they will have to obtain a passing test score if they subsequently apply for positions within the bargaining unit that entails proficiency in certain clerical skills.

7. The College reserves the right to consider performance factors such as attendance records and discipline history in making the final appointment of the most senior applicant to a position.

A disagreement with the decision of Management to disqualify the most senior applicant is subject to the grievance procedure.

SECTION 3

The College recognizes that in making promotions, consideration shall be given first to the ability and aptitude of an employee to perform the job in question; and second, to the length of the employee's continuous service. However, it is understood that if all other variables are equal, seniority shall prevail in the final selection process.

ARTICLE XXXIV - MISCELLANEOUS

SECTION 1

Employees working a minimum of two (2) hours of overtime will receive a meal allowance compensation not to exceed \$5.50 for meals eaten off campus, after submission of a receipt to the Business Office. During add/drop and registration periods however, employees who are in the aforesaid overtime status will continue to secure a slip from the Business Office which will entitle them to a meal at the College cafeteria.

All newly created jobs, within the unit, which have not been posted will be discussed with the President and/or Vice President of the Local before posting.

ARTICLE XXXV - COLLEGE SPONSORED PROGRAMS

A. WELLNESS PROGRAM

A Wellness Program will be developed and maintained by the College for the physical health of all employees. It is understood that the Wellness Program will be available at no cost to Local 440 members.

B. HUMAN RESOURCES DEVELOPMENT

Camden County College is committed to fostering an environment that enables individuals to seek opportunities for professional growth and enrichment. The College will help employees to develop their potential and improve their ability to meet job responsibilities by providing opportunities and encouraging participation in educational training and development programs.

ARTICLE XXXVI - SALARIES

A. 3-Year Contract

1991-92	8%	Increase for the period from July 1, 1991 to June 30, 1992
1992-93	8%	Increase for the period from July 1, 1992 to June 30, 1993
1993-94	4.74%	Increase for the period from July 1, 1993 to June 30, 1994

B. Longevity

Effective July 1, 1993, eligible employees will receive a longevity payment. The initial longevity payment to eligible employees shall take place on the first pay day after July 1, 1993 and each subsequent year thereafter. There will be a separate lump sum check for longevity.

Total number of years of seniority for purpose of monetary remuneration shall be considered up to/and including December 31 of each distribution year.

<u>YEARS</u>	<u>INCREMENT PER YEAR</u>
0 - 5	\$ 0
6 - 10	100
11 - 15	150
16 - 20	200
21+	250

C. Employees newly hired or presently not at the top of the rate for their classification shall be compensated under the following schedule:

- (a) \$3,000 less than the maximum salary for the position at the time of hire.
- (b) Upon completion of twelve (12) months of service, the employee will earn \$2000 less than the maximum.
- (c) Upon completion of twenty-four (24) months of service, the employee will earn \$1000 less than the maximum.
- (d) At the completion of thirty-six (36) months of service, the employee will earn the maximum salary for the position.

D. Starting Salary for New Hires After July 1, 1991

The parties have agreed that the reduction in the starting salaries for all new employees hired after July 1, 1991 will not be applicable for full-time classifications which have a 1990-91 base salary of \$14,500 or less.

E. As of July 1, 1991, all bargaining unit members who were already on the payroll will receive the maximum salary for his/her position.

F.

Maximum Salaries for Positions

<u>Position</u>	<u>1991-1992</u>	<u>1992-1993</u>	<u>1993-1994</u>
Bookstore Clerk	\$15,587	\$16,834	\$17,632
Violations Clerk	16,380	17,690	18,529
Scheduling Clerk	16,756	18,096	18,954
Senior Scheduling Clerk	19,440	20,995	21,990
Mail Clerk/Console Attendant	20,701	22,357	23,417
Console Attendant	20,856	22,524	23,592
Operator/Receptionist	20,856	22,524	23,592
"C" Secretary	21,793	23,536	24,652
Graphics Production Aide	21,793	23,536	24,652
Press Attendant	21,793	23,536	24,652
Ledger Clerk	22,415	24,208	25,355
"B" Secretary	23,036	24,879	26,058
Circulation Assistant	23,036	24,879	26,058
Library Assistant	23,036	24,879	26,058
Periodicals Assistant	23,036	24,879	26,058
Junior Bookkeeper	23,973	25,891	27,118
"A" Secretary	24,591	26,558	27,817
"A" Secretary (10-month)	20,335	21,962	23,003
Printer	26,031	28,113	29,446
Dean's Secretary	26,465	28,582	29,937
Purchasing Secretary	26,465	28,582	29,937
Senior Bookkeeper	27,328	29,514	30,913
Teaching Assistants (30 crs.+)	12,868	13,897	15,009
Teaching Assts.(less than 30 crs.)	10,902	11,774	12,716

ARTICLE XXXVII - TERMINATION OR MODIFICATION

This agreement shall remain in full force and effect to and including June 30, 1994. Negotiations for the next subsequent contract shall commence no later than February 1, 1994.

CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES

INTERNATIONAL UNION OF ELECTRICAL
RADIO & MACHINE WORKERS, AFL-CIO
LOCAL 440

BY: Gabriel E. Danch
Gabriel E. Danch, Chairman

BY: Arthur Dorst
Arthur Dorst, International
Representative

BY: Donald E. Beineman
Dr. Donald Beineman, Vice Chairman

BY: John Gillman
John Gillman, President

BY: Joan Krivy
Joan Krivy, Secretary

BY: Rocco DelGramastro
Rocco DelGramastro, Vice President

BY: Reginald Stevenson
Reginald Stevenson, Treasurer

BY: Diane Chapline
Diane Chapline, Secretary

BY: Helen Erskine
Helen Erskine, Secretary

COLLEGE NEGOTIATING TEAM

BY: Deborah O'Brien
Deborah O'Brien, Secretary

BY: W. J. Wilhelm
W. J. Wilhelm, Dean of Personnel
& Labor Relations

BY: Sandra Wynne
Sandra Wynne, Secretary

BY: Robert E. Smith
Robert E. Smith, Dean
of Administration

BY: Marge Hamilton
Marge Hamilton, Assistant Dean
of Allied Health

07 NOV 91

Date Signed

07 NOV 91

Date Signed