

THIS DOES NOT
Cancel

CAMDEN COUNTY COLLEGE

Blackwood, New Jersey

AGREEMENT

between

BOARD OF TRUSTEES

of

CAMDEN COUNTY COLLEGE

AND

INTERNATIONAL UNION OF ELECTRICAL

RADIO AND MACHINE WORKERS,

AFL-CIO, LOCAL 440

Secretaries, Clerks, Bookkeepers,
Graphic Arts and Switchboard Operators

1978-1980

LIBRARY
Institute of Management and
Labor Relations

FEB 13 1979

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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 and Office of the Vice President of Administration and Personnel and Secretary to the Vice President of Academic and Student Affairs.

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 the first pay of each month, the monthly Union dues and initiation fees, if payment is payable, for those employees in the bargaining unit whose written and signed authorization are received by the College.

The College shall forward a check for the total of such deductions to the Financial Secretary of the Union by the fifteenth (15th) day of the month for which the deduction is made. The following dues deduction authorization shall be in the form as follows:

CHECKOFF AUTHORIZATION

IUE LOCAL 440

TO: _____
(Name of College and Location) (Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 440 membership dues, including initiation fee (if payable) 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 of individual certified mail, return receipt requested.

Date Employee's Signature

Initiation Dues: _____

ARTICLE V - 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 VI - 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.

ARTICLE VII - 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

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 3

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 (1½) times the regular straight time rate.

SECTION 4

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 which shall include all remuneration including pay for the holiday and overtime premium.

SECTION 5

No employee will be asked 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 6

The College shall not compel anyone to work overtime or on holidays hereinafter listed.

SECTION 7

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

SECTION 8

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 9

(a) 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 work week.

(One (1) hour for lunch).

(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).

- (3) Employees may be allowed time during the period from Christmas to New Year's when granted such approval by her immediate supervisor. Said time will be either deducted from her salary on a daily prorated basis for the days used or vacation entitlement.

ARTICLE VIII - 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 representative 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 IX - 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 X - SENIORITY

SECTION 1

Seniority shall be defined as the employee's length of continuous service beginning with her original date of hire.

SECTION 2

- A. In the case of layoffs an employee up for disposition shall have the option of displacing the least senior employee within the same classification, providing she/he is qualified to do the work. If the employee up for disposition cannot do the work of the least senior employee within the same classification she/he may have the option of displacing the least senior employee in any lower classification, provided she/he is qualified to do the work.
- B. In the event the employee up for disposition elects to displace an employee in a lower classification she/he shall receive the rate of pay of the employee displaced.
- 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 the 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 lay off shall be recalled to work prior to the College hiring new employees. Employees shall be eligible for recall when on lay off 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 leaves shall be dealt with in accordance with applicable Federal and Local regulations.

ARTICLE XI - GRIEVANCE PROCEDURE

Any differences, disputes or grievances that may arise between the Union and the College regarding interpretation of this Agreement shall 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 Chairwoman 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 procedure 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 60 calendar days of employment.

ARTICLE XII - NOTICE OF DISCHARGE

SECTION 1

Employees shall be discharged only for just cause.

SECTION 2

The Shop Chairwoman 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 representative.

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.

XIII - 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 one (1) year shall receive two (2) weeks vacation.

- (b) Employees hired after September 1 will receive credit at the rate of one (1) day per month for the time employed.
- (c) Employees who have worked five (5) years shall receive three (3) weeks vacation. Employees who have worked six (6) years shall receive three (3) weeks plus one (1) day vacation. Employees who have worked seven (7) years shall receive three (3) weeks plus two (2) days vacation. Employees who have worked eight (8) years shall receive three (3) weeks plus three (3) days vacation. Employees who have worked nine (9) years shall receive three (3) weeks plus four (4) days vacation.
Employees who have worked ten (10) years shall receive four (4) weeks vacation.
- (d) Part-time employees shall have their vacation time prorated and receive vacation pay accordingly.
- (e) 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.

ARTICLE XIV - HOLIDAYS

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

- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Good Friday
- Easter Monday
- Memorial Day
- Employee's Birthday
- Martin Luther King's Birthday

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

Should a problem arise with a holiday because of scheduling, both the Union and the College shall meet and resolve the problem.

ARTICLE XV - 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.

ARTICLE XVI - 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 XVII - PERSONAL LEAVE

Employees will be granted a personal leave with pay not to exceed five (5) 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 her/his supervisor, except in case of emergency.

ARTICLE XVIII - 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.

XIX - HOSPITALIZATION AND PRESCRIPTION PLAN

The College shall pay all premiums to provide for full Blue Cross-Blue Shield coverage, with Rider J premiums for employees and eligible dependents and Major-Medical.

The College will provide a prescription plan (\$1.00 per prescription) for each employee, spouse, and her/his unmarried eligible dependents effective October 1, 1978, or as soon thereafter as possible.

ARTICLE XX - 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 her regular straight time earnings for a normal work day.

ARTICLE XXI - 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 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 XXII - DISABILITY INSURANCE

If the Union secures a disability insurance program for the employees covered by this agreement, the premium is to be fully paid for by each covered employee. The College will act merely as a conduit in withholding premiums from the employees' wages and forwarding same to the Insurance Company designated by the Union upon receipt of proper authorization from the Union and the Employees.

ARTICLE XXIII - TUITION

Employees and their dependents (specifically spouse and children) are to be granted tuition free entrance for credit or audit to any class offered by the College.

ARTICLE XXIV - 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 XXV - WASHUP TIME

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

ARTICLE XXVI - SAFETY CONDITIONS

The College President or his designee and the 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.

ARTICLE XXVII - BULLETIN BOARDS

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

ARTICLE XXVIII - UNION VISITATION

Officers or Representatives of the Union shall, upon request of the Union, be admitted to the College during working hours for

parties or for assisting in the adjustment of grievances upon permission of the College President.

XXXIX - UPGRADING

The College agrees to establish appropriate skill criteria for the upgrading of the administrative secretaries in the "B" and "C" classifications. Present employees will not lose any rank or grade. Qualifying tests will be established to allow employees in the "B" and "C" categories to qualify for the next higher level.

Tests will be administered annually (on a voluntary basis) in November and December. Of the total in the "B" and "C" categories, a maximum of twenty-five (25) per cent in each may be upgraded to the "A" and "B" category annually on January 1st. The twenty-five (25) per cent will be taken from those who qualify.

XXX - MISCELLANEOUS

SECTION 1

On May 1 of each year the employees will receive a memorandum from the office of the Vice President for Administration and Personnel advising them of the number of personal days, sick days, and vacation days they have remaining.

SECTION 2

Effective July 1, 1978, 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 3

Employees working a minimum of two (2) hours overtime will secure a slip from the Business Office which will entitle them to a meal at the College (Moffa's) Cafeteria.

XXXI - SALARY SCHEDULE

1. All full time, permanent Secretaries, Clerks, Bookkeepers, Graphic Arts and Switchboard Operator on the College Payroll as of July 1, 1978, shall receive an increase in their base wages as follows:

Deans Secretary	- \$865	Purchasing Secretary	- \$865
Secretary A	- 793	Mail Clerk	- \$643
Secretary B	- 736	Offset Oper./Graphic Arts	- 783
Secretary C	- 690	Ledger Clerk	- 713
Switchboard Operator	- 655	Jr. Bookkeeper	- 771
		Sr. Bookkeeper	- 865

Permanent part time employees in the above listed classifications will receive a pro rated increase.

2. All full time, permanent Secretaries, Clerks, Bookkeepers, Graphic Arts and Switchboard Operator on the College Payroll as of July 1, 1979, shall receive an increase in their base wages as follows:

Deans Secretary	- \$ 755	Mail Clerk	- \$755
Secretary A	- 755	Offset Oper./Graphic Arts	- 755
Secretary B	- 755	Ledger Clerk	- 755
Secretary C	- 755	Jr. Bookkeeper	- 755
Switchboard Operator	- 755	Sr. Bookkeeper	- 755
Purchasing Secretary	- 755		

Permanent part time employees in the above listed classification will receive a pro rated increase.

ARTICLE XXXII- Termination or Modification Change to:

This agreement shall remain in full force and effect to and including June 30, 1980, and shall thereafter be continued for one (1) year unless notice of Modification or Termination is given by certified mail by either party at least sixty (60) days before the expiration date of this Agreement.

BOARD OF TRUSTEES
CAMDEN COUNTY COLLEGE

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

BY: Gabriel E. Sanchez

BY: John J. Hughes

BY: Harry Benn

BY: Michael Scialiano

BY: _____

BY: Mary E. Flavin

SIGNED: _____

Betty W. Long
Peter M. Labrie