

LIBRARY
Institute of Management and
Labor Relations
JUL 08 1988
RUTGERS UNIVERSITY

CAMDEN COUNTY COLLEGE
BLACKWOOD, NEW JERSEY

AGREEMENT

between
Camden County College Board of Trustees
BOARD OF TRUSTEES
OF
CAMDEN COUNTY COLLEGE

and

INTERNATIONAL UNION OF ELECTRONIC,
ELECTRICAL, TECHNICAL, SALARIED & MACHINE WORKERS,
AFL-CIO, LOCAL 440

(
Permanent Security Guard
)

1988 - 1991

July 1, 1988 - June 30, 1991

TABLE OF CONTENTS

ARTICLE I	PURPOSE. . . . .	.1
ARTICLE II	RECOGNITION. . . . .	.1
ARTICLE III	NON-DISCRIMINATION . . . . .	.1
ARTICLE IV	MANAGEMENT . . . . .	.2
ARTICLE V	RIGHT TO ORGANIZE. . . . .	.3
ARTICLE VI	CHECKOFF . . . . .	.3
ARTICLE VII	AGENCY SHOP. . . . .	.4
ARTICLE VIII	GROUP LEADERS. . . . .	.5
ARTICLE IX	NIGHT SHIFT DIFFERENTIAL . . . . .	.5
ARTICLES X & XI	HOURS AND OVERTIME . . . . .	.5
ARTICLE XII	SENIORITY. . . . .	.7
ARTICLE XIII	GRIEVANCE PROCEDURE. . . . .	.9
ARTICLE XIV	NOTICE OF DISCHARGE.	11
ARTICLE XV	PROMOTIONS AND POSTING OF VACANCIES.	12
ARTICLE XVI	REPORTING TIME	13
ARTICLE XVII	BEREAVEMENT LEAVE.	13
ARTICLE XVIII	SICK LEAVE	13
ARTICLE XIX	PERSONAL LEAVE	14
ARTICLE XX	VACATIONS.	15
ARTICLE XXI	HOLIDAYS	16
ARTICLE XXII	HOSPITALIZATION & PRESCRIPTION	17
ARTICLE XXIII	WORKMEN'S COMPENSATION INSURANCE	17
ARTICLE XXIV	DENTAL INSURANCE	18
ARTICLE XXV	DISABILITY INSURANCE	18
ARTICLE XXVI	BULLETIN BOARDS.	18
ARTICLE XXVII	UNION VISITATION	18
ARTICLE XXVIII	SAFETY CONDITIONS.	18
ARTICLE XXIX	REST PERIOD.	19
ARTICLE XXX	WASH-UP TIME	19
ARTICLE XXXI	JURY DUTY.	19
ARTICLE XXXII	TUITION TO COLLEGE COURSES	19
ARTICLE XXXIII	PART-TIME TEMPORARY EMPLOYEES.	20
ARTICLE XXXIV	SALARIES	20
ARTICLE XXXV	TERMINATION OR MODIFICATION.	21
ARTICLE XXXVI	UNIFORMS	21
ARTICLE XXXVII	MISCELLANEOUS.	22
ARTICLE XXXVIII	COLLEGE SPONSORED PROGRAMS	22

There shall be no discrimination against any employee on account of membership in the Union or on account of employee's participation in any Union activities, defined to mean the fulfillment of steward functions.

B. 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 IV - MANAGEMENT

Recognition of Rights and Function of Management

- I. Subject to the provisions 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.

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 VII - AGENCY SHOP

Agency Shop Provision for Non-Members

- A. The Union President shall submit to the College Personnel Office a list of names of employees covered by this contract who are not currently dues paying members. The College in compliance with State Law and this Agreement, will deduct from non-union employees in this bargaining unit a representation fee equal to eighty-five percent (85%) of the amount set for union members (this amount will be determined by the Union Treasurer and is to be paid by payroll deduction).
- B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of the Article. 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.

SECTION 3

All work performed in excess of eight (8) hours in a single day, in excess of forty (40) 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 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 (2-1/2) which shall include all remuneration including pay for the holiday and overtime premium. Any employee who is required to work on a Snow Day when the College is officially closed will receive their regular day's pay and in addition will receive straight time for the hours worked. Employees who are not required to work on a Snow Day when the College is officially closed will receive their regular day's pay.

SECTION 5

There shall be no pyramiding of overtime.

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 twenty-four (24) hours of overtime requirements and forty-eight (48) hours notice of requested Saturday overtime.

SECTION 7

Employees who are called in on an emergency basis are to receive a minimum of four (4) hours' pay.

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 be allowed five (5) days in which to report to work after such notice before any loss of seniority occurs.

SECTION 5

Employee shall be eligible for recall when on layoff for a period not to exceed the following:

Seniority up to three (3) years - twelve (12) months

Seniority three (3) years and up to five (5) years - eighteen (18) months

Seniority five (5) years and up to ten (10) years - twenty-four (24)
months

Seniority ten (10) years and up to fifteen (15) years - thirty (30)
months

Seniority fifteen (15) years and up to twenty (20) years - thirty-six
(36) months

Seniority twenty (20) years or more - forty-two (42) months

SECTION 6

The Shop Steward and one (1) other elected officer 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.

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) working 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) working 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 have the right to bring in the aggrieved person(s) in any of the steps of the grievance procedure as outlined above.

ARTICLE XV - 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.

SECTION 2

Posted positions will be filled, from those applying, by the most senior employee who has the necessary ability and aptitude to perform the required duties of the job. If an employee of the College does not apply for the posted vacancy, or if an employee's test results do not show evidence of the required qualifications, the Personnel office will then advertise the position external to the College.

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.

SECTION 4

Where possible and practical, the College may use tests to assist in determining an employee's aptitude and abilities. The final form and content of such test shall be mutually agreed upon by a joint union-management committee. The administration and grading of tests will be the responsibility of the Personnel Office. Applicants may avail themselves of the opportunity to examine their individual test after it has been graded.

B. 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 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 (1) year to allow for a 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.

ARTICLE XIX - 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 days 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.

- (f) Part-time employees shall have their vacation time prorated and receive vacation time accordingly.
- (g) 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 supervisor.
- (h) 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.
- (i) 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.
- (j) 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 XXI - HOLIDAYS

SECTION 1

The College agrees to pay to each eligible employee eight (8) 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

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 XXIV - 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 XXV - DISABILITY INSURANCE

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

ARTICLE XXVI - BULLETIN BOARDS

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

ARTICLE XXVII - 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 XXVIII - SAFETY CONDITIONS

The College President or his designee and the Union Chairman or his designee shall comprise the Safety Committee. They shall meet when deemed necessary to discuss and rectify any safety conditions which are brought to

B. Upon successful completion of ("C" or better) in 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).

ARTICLE XXXIII - PART-TIME TEMPORARY EMPLOYEES

It is understood and agreed that the College continues to have the right to use part-time temporary employees for Saturday, Sunday, and holiday coverage. For special occasion coverage, the College will first ask permanent, full-time security guards to work before assigning temporary or outside employees.

ARTICLE XXXIV - SALARIES

A. 3-Year Contract

1988-89	7%	Increase for the period from July 1, 1988 to June 30, 1989
1989-90	7%	Increase for the period from July 1, 1989 to June 30, 1990
1990-91	7%	Increase for the period from July 1, 1990 to June 30, 1991

ARTICLE XXXVII - MISCELLANEOUS

SECTION 1

Employees working a minimum of two (2) hours of overtime will receive a meal allowance compensation not to exceed \$4.00 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.

ARTICLE XXXVIII - 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.