

# CAMDEN COUNTY COLLEGE PUBLIC NOTICE

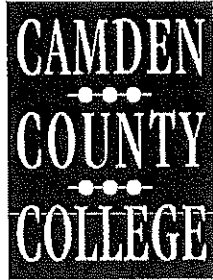


Camden County College does not discriminate in admissions or access to, or treatment or employment on the basis of race, creed, color, national origin, ancestry, nationality, age, sex, sexual orientation, marital status or domestic partnership or civil union status, gender identity or expression, or persons with a mental or physical disability, or any other legally protected characteristic, in its programs and activities. The following persons have been designated to handle inquiries/complaints regarding non-discrimination policies:

- **Title IX Coordinator:** Executive Dean, Student Affairs, 856-227-7200, ext. 4371, Taft Hall, Room 233, Blackwood Campus
- **Deputy Title IX and ADA Coordinator** for Employees: Assistant Director of Human Resources, 856-227-7200, ext. 4391, Roosevelt Hall, Room 106, Blackwood Campus
- **Deputy Title IX and Section 504 Coordinator** for Students: Associate Dean of Students, 856-227-7200, ext. 5088, Taft Hall, Room 302, Blackwood Campus
- **Title II** for Employees and Students: Building Operations Manager, 856-227-7200, ext. 4575 Physical Plant, Blackwood Campus

Public Annual Notice Regarding Career and Technical Education- <https://camdencc.edu/cte-notice/>

Students and employees have the legal right to appeal grievances with the local Office for Civil Rights, New York Office for Civil Rights, U. S. Department of Education, 32 Old Slip, 26th Floor, New York, New York 1005-2500, Telephone 646-428-3900, Fax: 646-428-3843; Tdd: 800-877-8339, EmaOCR.Newyork@Ed.Gov



## AGREEMENT

Between

**THE CAMDEN COUNTY COLLEGE BOARD OF  
TRUSTEES**

And

**CAMDEN COUNTY COLLEGE SUPPORT  
STAFF ASSOCIATION / NJEA**

**Public Safety Unit**

**JULY 1, 2022 – JUNE 30, 2027**

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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 SUPPORT STAFF ASSOCIATION OF CAMDEN COUNTY COLLEGE / NJEA.

THIS AGREEMENT is in effect from the 1<sup>st</sup> day of July 2022, between the CAMDEN COUNTY COLLEGE BOARD OF TRUSTEES, hereinafter called the "Board," "Board of Trustees," or "the College" and the Camden County College Support Staff Association/NJEA-Public Safety, hereinafter called the "Union."

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation.

### **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 negotiating agent for all its permanent full-time and permanent part-time public-safety employees for the purpose of collective negotiating in respect to wages, rates of pay, hours of employment and other conditions of employment.

The term "employees" as used in this Agreement shall include all permanent public safety officers and permanent community service officers working twenty (20) or more hours per week, but excludes all public safety and security supervisors, and all other employees represented by another union, and all other security or public safety employees of Camden County College not employed on the Blackwood, Cherry Hill or Camden City campuses, and all other employees of Camden County College.

The College agrees not to employ temporary employees in job categories that exceed in number Fifty percent (50%) of the negotiating unit employee members covered by this Agreement. That number may be exceeded only in emergencies for the period needed to address that emergency. Any employees, other than those recognized as unit employees in the paragraphs above, constitute a separate category than under this Agreement for all purposes of any terms and conditions.

### **ARTICLE III - NON-DISCRIMINATION**

A. 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 race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability or atypical heredity cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, or the nationality of any individual, or because of refusal to submit to a genetic test or to make available the results of a genetic test.

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, 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 RIGHTS**

### Recognition of Rights and Function of Management

- A. In the exercise of the following powers, rights, authority, duties and responsibilities of the College, the adoption of policies, rules, regulations and practices and the implementation thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitutions and laws of the State of New Jersey and of the United States.
- B. The College hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon, vested in and exercised by it prior to the signing of this Agreement, including but without limiting the generality of the foregoing, the following rights:
1. Executive and administrative control of the College and its properties and facilities and the activities of its employees, by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the College.
  2. To make rules of procedure and conduct, to use different methods and equipment, to determine work schedules and shifts, to decide the number of employees needed at any particular time, and to be in sole charge of the quality and quantity of the work required.
  3. To make such rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the College after advance notice thereof to the employees who will be required to comply therewith.
  4. To hire, promote, transfer, evaluate, assign and retain employees.
  5. To suspend, demote, discharge or take other disciplinary action against any employee.
  6. To eliminate positions and lay-off employees.
  7. To make such changes in all other conditions of employment not specifically delineated in this Agreement as it deems desirable and necessary for the efficient and effective operation of the College.
  8. To do any and all things the College deems appropriate to further the interest of the College.

## **ARTICLE V - RIGHT TO ORGANIZE**

All present and newly hired employees, covered by this Agreement, may on the thirtieth (30th) day of their employment become members in good standing of the Union and may maintain such membership in the Union during the life of this Agreement.

The College shall, upon hiring new employees, inform them of their working conditions.

The College shall notify the Association in writing of the name, address, email address, and salary for each new employee within 10 days of hire.

## **ARTICLE VI – AUTHORIZED DEDUCTIONS**

- A. For the duration of this Agreement, the College shall deduct from each pay of each month, the semi-monthly Union dues or other authorized deductions for any employees in the unit whose written and signed authorizations are received by the College. The College shall forward a check for the total of such deduction to the designee of the Union after each pay day for which the deduction is made. Said monies together with current records of any corrections shall be transmitted by the College to the person designated by the Union. The Union designee shall be responsible to disburse such monies to the appropriate Association or Associations.
- B. 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 any reason or action taken by the College in reliance upon this provision or the deduction authorization forms submitted.

## **ARTICLE VII – BULLETIN BOARDS**

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

## **ARTICLE VIII - 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/her designee.

## **ARTICLE IX - SAFETY CONDITIONS**

The College President or his/her designee and the Union Chairperson and his/her designee shall comprise the Safety Committee. They shall meet when deemed necessary to discuss and rectify any safety conditions which are brought to their attention or any safety condition they feel necessary to institute. Employee shall use all protective devices and safety equipment provided by the College, and observe all College safety rules.

- A. Each employee will immediately report injuries suffered by him/her in connection with his/her employment to the appropriate immediate supervisor.
- B. An employee who observes a condition deemed to be unsafe or hazardous shall immediately report this condition to the appropriate supervisor or the Office of Public Safety. The College will take appropriate action in its sole discretion to remedy the situation.

## **ARTICLE X - GRIEVANCE PROCEDURES**

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 three (3) business days the grievance shall be reduced in writing and referred to:

### *Step 2*

The Union Steward, or their designees, on the one hand, the Director of Public Safety 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 Public Employment Relations Commission.

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

## ARTICLE XI – NOTICE OF DISCHARGE

### *Section 1*

Employees shall be discharged only for just cause.

### *Section 2*

The President of the Support Staff Association shall be notified immediately of all terminations.

### *Section 3*

It is agreed that a discharge grievance shall be processed immediately with the College President or his/her 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's seniority will receive thirty (30) days' notice of layoff or in lieu of notice three (3) weeks' pay.

## ARTICLE XII - SENIORITY

### *Section 1*

A. Seniority shall be defined as the employee's length of continuous service within this specific negotiating unit beginning with the original date of hire in a full-time capacity. In the event that the employees should leave the negotiating unit and take another position within the College, his/her seniority in this negotiating unit shall continue for a period of 120 days in the event the employee returns to their position within their negotiating unit. For the purposes of seniority and layoffs, Community Service Officers and Public Safety Officers shall be two separate units.

### B. Part-Time Employees

Permanent part-time employees hired after July 1, 1991 will earn seniority on a prorated basis. Part-time negotiating 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 the negotiating unit are the only two criteria that will be utilized in determining their seniority status for layoffs and job bidding. For the purposes of seniority and layoffs, Community Service Officers and Public Safety Officers shall be two separate units.

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

<b>Scheduled Hours Per Week</b>	<b>Annual Seniority Earned (In Months)</b>
35	12 months
34 – 30	10 months
29 - 25	8 months
24 - 20	6 months
19 - 15	4 months



14 - 10	2 months
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*Section 2*

In the event of a layoff, the least senior Community Services Officer in the unit will be laid off first.

*Section 3*

In the event of a layoff, the least senior Public Safety Officer in the unit will be laid off first.

*Section 4*

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 5*

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 6*

Unit employees who have completed probation shall be eligible for recall when on layoff for a period not to exceed twelve (12) months.

*Section 7*

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.

*Section 8*

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

*Section 9*

Seniority shall cease upon voluntary termination, discharge for just cause, failure to return to work when recalled, or expiration of time limit on recall rights.

*Section 10*

Any member being elected or delegated to any Union activities necessitating a temporary leave of absence without pay shall be granted same once and for up to one (1) year and at the end of such leave shall be reinstated to their former job and rate, plus any increases granted in their absence without loss of other benefits.

*Section 11*

An employee inducted or called for active military duty in any branch of the United States Armed Forces shall be granted military leave without pay in accordance with applicable law. The College will abide by all applicable regulations of State and Federal Law regarding military leave.

## **ARTICLE XIII - HOURS AND OVERTIME**

*Section 1*

The standard work week shall be forty (40) hours per week. The College may vary these hours to meet

the needs of the College. This shall in no way act or infer as a restriction on management's right to assign as necessary or to respond to emergency or unforeseen occurrences. Prorated portions of annual salaries will be paid by check every other week. There shall be no payroll advances.

*Section 2*

The Union shall be notified of any proposed changes in the working schedule.

*Section 3*

All work performed in excess of 40 hours in a given week shall be compensated at one and one-half times (1 ½) the regular straight time rate. For employees whose seventh day falls on a Sunday, double time shall be paid for hours worked only when called in by the College in cases of emergency and provided that the employee did not turn down overtime offered on the sixth day preceding it. Work performed on listed holidays shall be paid as double time which shall include all remuneration including pay for the holiday and the overtime premium pay.

*Section 4*

When classes are cancelled employees will work their regular hours for their regular pay.

*Section 5*

There shall be no pyramiding of overtime.

*Section 6*

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 rest day overtime.

*Section 7*

Employees who are called in on an emergency basis are to receive a minimum of four (4) hours' pay unless the hours are adjacent to the employee's regular shift.

*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*

Part-time Public Safety Officers may be required to work up to an additional 16 hours per week above their normal schedule at the straight time rate of pay.

1. Exemption Days: an exemption day is a day that a part-time officer is scheduled to be off and which he/she does not want to be considered for an overtime assignment.
  - a. An exemption day will be given upon two (2) weeks' notice and must be requested in writing and approved by the Director of Public Safety or his/her designee.
  - b. Officers will receive seven (7) exemption days per calendar year.
  - c. Exemption days can be used in conjunction with vacation days and other accrued leave time.
  - d. Restrictions: Exemption days cannot be granted during the registration process (during the fall and spring periods), commencement day, or any other day that the minimum manpower requirements cannot be met as determined by the Director of Public Safety or his/her designee.

2. All part-time Public Safety officers will be scheduled to work four (4) hours per day for four (4) days per week, and eight (8) hours on one day per week. The selection of work shifts shall be by seniority.
3. Part-time Public Safety employees cannot be required to work a seventh (7th) consecutive day.

#### *Section 10*

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. If special occasions require that overtime pay be assigned, the College will offer the assignments to permanent officers before assigning overtime pay to temporary or outside employees.

### **ARTICLE XIV - PROMOTIONS AND POSTING OF VACANCIES**

#### *Section 1*

It is the policy and intention of the College to upgrade its employees. Job vacancies for 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 range.

#### *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 negotiating 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 College and the employee may extend the probationary period by mutual agreement. Likewise, the College and the employee may extend the probationary period for new hires by mutual agreement.

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 temporarily assign a current negotiating unit member to fill the position and the employee so assigned will be paid the negotiated rate for the position commencing with the thirtieth (30<sup>th</sup>) day in that position.

2. The candidate with the greatest seniority will have a thirty-day (30 calendar) day 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 Human Resources 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 any "bumping" rights contained in Article XII of the current collective negotiating 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. All newly hired employees will be required to remain in their first position for a period of nine months.
5. If there is a disagreement with the performance appraisal that was completed by the immediate supervisor at or near the end of the probationary period, the employee has the right to submit a rebuttal which will be attached to the performance appraisal. An adverse evaluation is not subject to being grieved or reviewed by an arbitrator.
6. External applicants for position(s) that have not been filled by negotiating unit members may still be tested by the College (Note: several entry-level positions in the negotiating 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 negotiating unit that entails proficiency in certain skills.
7. The College reserves the right to consider performance factors such as attendance records and disciplinary history, and test scores on such tests as the College may require for positions demanding specialized skills, in making a choice for appointment to a position.

A disagreement with the decision of the College to disqualify the most senior applicant is subject to the grievance procedure, excluding binding arbitration.

8. Where a single vacancy in an existing shift occurs, only that vacancy shall be posted. In this regard, both parties acknowledge the College's right to post all shifts in the event of a reorganization.

*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*

The college will provide all unit members who currently hold or later acquire a New Jersey Medical Technician certificate with a \$1,000 salary increase effective July 1, 2022 or upon date of acquisition. The college will also reimburse certified members for the cost of all recertifications.

### **ARTICLE XV - 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 XVI – REST PERIOD**

Employees working a full shift will be assigned one fifteen (15) minute break separate from mealtime and without loss of pay.

### **ARTICLE XVII – VACATIONS**

*Section 1*

The College agrees to grant to each employee vacation with pay according to the length of service of each individual. Movement to the next step of the vacation guide shall occur on the first of the month following the anniversary of the employee's date of hire in accordance with the following schedule:

1. Employees who have worked less than five (5) years shall accrue two (2) weeks' vacation.
2. Employees hired after September 1 will receive credit at the rate of one (1) day per month for the time employed.
3. 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.
4. Employees who have worked ten (10) years shall begin to accrue four (4) weeks' vacation.
5. Employees who have worked more than ten (10) years shall begin to accrue twenty-two (22) vacation days.
6. Part-time employees shall have their vacation time prorated and receive vacation time accordingly.
7. 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.
8. 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.

9. 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.
10. Vacation time may be taken as it is earned.
11. Vacation days accrued during the employee's 90 day probationary period shall not be used or paid until successful completion of that period.
12. Negotiating unit members will only receive a payout of accrued vacation at retirement from the College through a non-elective 403(b) retirement account established by the College for this purpose and which the employee must confirm for their own individual account.

### *Section 2*

All employees shall be provided access to their accumulated vacation time upon which they may rely with regard to use and loss of such time in accord with College procedure.

## **ARTICLE XVIII - HOLIDAYS**

### *Section 1*

The College agrees to pay to each eligible employee eight (8) hours pay for each of the following holidays:

1. July 4<sup>th</sup>
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. Memorial Day
8. Employee's Birthday (or an alternate day mutually agreed upon by the employee and the immediate supervisor)
9. Two (2) floating holidays to be scheduled by mutual agreement between the employee and the immediate supervisor.
10. Juneteenth

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.

### *Section 4*

Probationary employees shall earn but not be entitled to use or be paid for the floating holidays or take off on their birthday, should it occur, during their 90 day probationary period, until successful completion of the 90 day probationary period.

## ARTICLE XIX – SICK LEAVE

- A. All full-time employees are entitled to take time off from work because of their own personal illness or illness in the immediate family (father, mother, spouse, domestic partner, children or children of domestic partner) without any loss of pay according to the following schedule:
1. Employees are allowed twelve (12) days of sick leave per year. Employees who work eleven (11) months per year are allowed eleven sick days per year. Employees who work ten (10) months per year are allowed ten sick days per year. Employees who work nine (9) months per year are allowed nine sick days per year.
  2. Accumulated days of sick leave will be unlimited.
  3. A sick leave is subject to medical verification if requested by the immediate supervisor.
  4. Part-time employees will have their sick leave prorated based on time worked.
  5. Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.
  6. Upon request by the College, employees shall present medical documentation verifying their inability to work due to an illness or the illness of an immediate family member for all sick days taken.
  7. Any unit members who qualify will only receive a sick leave payout at retirement from the College through a non-elective 403(b) retirement account established by the College for this purpose and which the employee must confirm for their own individual account.
- B. Upon retirement from the service of Camden County College, as confirmed by the New Jersey Public Employee Retirement System, a member of this unit may receive a lump sum payment equal to \$80.00 per day for fifty percent (50%) of unused accumulated sick leave, to a maximum of \$10,000, with the provision that:
1. The bargaining unit 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 bargaining unit 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; and
  3. Subject to the relevant conditions of this article.

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

- C. Effective as of December 31, 2011, no additional sick leave may be added to the pool of time available for this lump sum payment upon retirement. All time available as of that date will be available to the employee for any employee eligible for and requesting lump sum payment at retirement, provided that the accumulated sick leave has not been utilized by the employee prior to retirement. Any sick leave used after that date for those employees will initially come from any sick leave earned after that date. Sick time banked before December 31, 2011 will not be used until all of the sick leave accrued after that date is exhausted.

No employee who is hired after April 29, 2010 will be eligible to receive a lump sum terminal leave payment for sick leave at retirement.

- D. The College will only pay out accumulated sick leave to eligible unit members in accordance with NJSA 18A:30-3.6 (those hired before May 21, 2010) and eligible employees may receive a payment of \$80.00 per unused sick days in July of each year, if they meet the following criteria:
1. They may cash in no more than five (5) days per year; and
  2. Have at least twenty (20) additional sick leave days to their credit after cashing in these days; and
  3. They must notify the Office of Human Resources by no later than July 15 of their intent to cash in their days.
  4. Any sick days not cashed in are carried over to be used as sick leave, or for lump sum payment upon retirement if accrued prior to December 31, 2011, or cashed in annually in the future. Any days cashed in may no longer be used for sick leave in the future.

### **ARTICLE XX - FAMILY LEAVE**

The College will comply with the federal and State law concerning family and medical leave. The benefits available under these laws to a “spouse” or “family member” shall be made available under this contract to a domestic partner as defined under the “Domestic Partners” provisions in this agreement, and the benefits applicable to a “son or daughter” and “child” shall be made available to the son, daughter, or child of a domestic partner.

### **ARTICLE XXI - 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 College may request verification for the use of personal leave only where less than twenty-four (24) hours advance notification is given to the College by the employee.

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

<u>Date of Hire</u>	<u>Personal Days</u>
First 4 months of employment	One day
Next 4 months of employment	Another day
Next 4 months of employment	Another day

At the end of probation, the employee will be granted a prorated portion of three (3) personal days based upon the number of months remaining in the fiscal year.

### **ARTICLE XXII - 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, domestic partner,



children, children of a domestic partner, 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 XXIII - JURY DUTY

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

### ARTICLE XXIV - DOMESTIC PARTNERS

#### *Section 1*

For purposes of domestic partner benefits provided in this contract under sick leave, bereavement leave, family leave and health insurance provisions, "domestic partnership" shall be defined as a relationship of two persons of the same sex that has been registered and recognized by the State of New Jersey.

#### *Section 2*

If the negotiating unit member and his/her domestic partner do not reside in New Jersey, their domestic partnership must meet all of the following criteria:

- A. Provide evidence that they are registered as domestic partners if they reside in another state or locality which allows for the registration of domestic partnerships.
- B. Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  - 1. A joint deed, mortgage agreement or lease;
  - 2. A joint bank account;
  - 3. Designation of one of the persons as primary beneficiary in the other person's will;
  - 4. Designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan;
  - 5. Joint ownership of motor vehicle; or
  - 6. Have a common residence means that two persons share the same place to live regardless of whether or not the legal right to possess the place is in both of their names; one or both persons have additional places to live; or one person temporarily leaves the shared place of residence to reside elsewhere, on either a short-term or long-term basis, for reasons that include, but are not limited to, medical care, incarceration, education, a sabbatical or employment, but intends to return to the shared place of residence.
- C. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership ("Jointly responsible" means that each domestic partner agrees to provide for the other partner's basic living expenses if the other partner is unable to provide for himself/herself. "Basic living expenses" means the cost of basic food and shelter, and any other

cost, including, but not limited to, the cost of health care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner).

- D. Neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership.
- E. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity.
- F. Both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law.
- G. Both persons have chosen to share each other's lives in a committed relationship of mutual caring.
- H. Both persons are at least 18 years of age.
- I. Both persons file jointly an affidavit with the Human Resources office that sets forth each party's name and age, the parties' common mailing address, and a statement that, at the time the affidavit is signed, both parties meet the requirements of this contract provision.
- J. Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit with the Human Resources office, except that this prohibition shall not apply if one partner died; and, in all cases in which a person registered a prior domestic partnership in New Jersey, the domestic partnership shall have been terminated in accordance with the provisions of Section 10 of P.L. 2003, c.246 (C.26:8A-10).
- K. Dependent children in a domestic partnership household are eligible for identified benefits, equivalent to the benefits provided to dependent children of married employees, if the dependent child meets all of the following requirements:
  - 1. Unmarried;
  - 2. Receive more than 50% of their support from the domestic partnership;
  - 3. Live in the household as their principal place of residence, unless they live at school or elsewhere as the result of a divorce or legal separation;
  - 4. Not employed on a full-time basis, except on college vacations; and
  - 5. Under age 19, or under age 23 and a full-time student.

#### **ARTICLE XXV - HOSPITALIZATION AND PRESCRIPTION PLAN**

- A. The College shall provide, at its expense, subject to the premium sharing provisions set forth below, health insurance and prescription benefits for employees through the School Employees' Health Benefits Program ("SEHBP"), or through an equivalent plan. To be eligible for health insurance, an employee must be scheduled to work 30 hours per week. Employees employed on June 27, 1996 for less than 30 hours per week who received health insurance benefits on that date will continue to receive such benefits on the same terms as full-time employees.
- B. Effective July 1, 2013, all active unit employees who have not opted-out under Section D below shall contribute towards the cost of health insurance and prescription benefits in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant

to an IRS §125 salary reduction premium only plan, in accordance with the College's regular payroll practices.

- C. Medical and prescription co-payments are in accordance with the applicable SEHBP Plans or equivalent plans.
- D. The College will pay one thousand dollars (\$1,000) per plan year to a unit member who elects to waive all health insurance for themselves and their dependents if such unit member shows proof of alternative coverage in accordance with the requirements and limitations of the SEHBP.

The College will pay one thousand three hundred dollars (\$1,300) per plan year to a unit member who elects to waive all health insurance, dental insurance, and prescription drug insurance for themselves and their dependents if such unit member shows proof of alternative coverage in accordance with the requirements and limitations of the SEHBP.

The College will pay six hundred dollars (\$600) per plan year to a unit member who elects to waive all dependent health insurance coverage if such unit member shows proof of alternative coverage in accordance with the requirements and limitations of the SEHBP.

The College will pay eight hundred dollars (\$800) per plan year to a unit member who elects to waive dependent coverage for health insurance, dental insurance, and prescription drug insurance if such unit member shows proof of alternative coverage in accordance with the requirements and limitations of the SEHBP.

These payments will be made in the first paycheck in the first month of the plan year, for a full year without the insurance coverage. Employees shall be notified during open enrollment period of the availability of the health opt-out option, its terms, and the date when the payments will be made. If the employee drops the insurance after the first day of the first month of the Plan Year, the payment will be prorated. If the employee drops insurance and then has to have the insurance reinstated, the employee will have to reimburse the College a prorated portion of the payment.

- E. The College shall continue providing Association members with a flexible spending account. The College will contribute \$500.00 to each FSA account each calendar year and members may at their option make additional contributions. The College will match each member's contribution over \$500 on a dollar for dollar basis up to \$600.00 per year in accordance with tax laws and IRS regulations.
- F. Married couples or domestic or civil partners where both are College employees (regardless of negotiating unit, if any) shall not choose separate health insurance plans (medical and prescription) for themselves and all eligible dependents.
- G. For the eligible dependent(s) of a unit member who dies, the College will pay the premium for those insurance plans for twelve months after the unit member's death. As soon as possible after the death of such unit member, the College will provide his/her survivor(s) with all pertinent information relevant to insurance retirement, and other benefits.
- H. Following the expiration of the statute, the parties will negotiate any changes to the premium sharing contribution in effect at that time.

## **ARTICLE XXVI - 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 XXVII - DENTAL INSURANCE**

The College will pay the entire premium for a dental insurance plan through Delta Dental (Premier, PPO) or Delta Care, or an equivalent plan, for employees and their eligible dependents. The maximum annual benefit shall be \$2,000 per year for each eligible person covered. Part-time employees shall be permitted to enroll in the dental insurance plan upon payment of the College's monthly premium.

Married couples or civil union or domestic partners who both are College employees (regardless of the negotiating unit, if any) must choose one dental plan for themselves and all eligible dependents.

## **ARTICLE XXVIII - DISABILITY INSURANCE**

### *Section 1*

The College agrees to pay all premiums to provide a Disability Insurance Plan for all employees who have completed their probationary period and who work at least 24 hours per week as their contracted schedule.

### *Section 2*

Effective July 1, 2010, the disability plan will consist of the following:

1. Sixty-Six and two-thirds ( $66 \frac{2}{3}$ ) of salary up to \$450 per week benefit to be paid for twenty-four (24) weeks after the onset of the initial disability payment.
2. Fourteen (14) day waiting period. Sick leave, if available to be used during the waiting period.
3. Negotiating unit members must exhaust sick leave before disability benefits may be received.
4. Negotiating unit members may not be paid sick leave and collect disability benefits simultaneously.

## **ARTICLE XXIX - TUITION TO COLLEGE COURSES**

- A. Negotiating unit 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 negotiating unit members and eligible dependents. Dependents

shall be those defined by the Internal Revenue Service. Members of the Support Staff Association and eligible dependents may enroll in credit courses without payment of tuition and general service fees. Additionally, negotiating unit members may enroll in non-credit courses on a space available basis with payment of tuition and general service fees.

Laboratory fees for non-credit courses will be waived if said course(s) is deemed to be work-related and approved by the appropriate Dean.

- B. Dependent children, age twenty-three or younger, of full-time negotiating unit members who have died or become permanently disabled 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 three (3) years if they meet the academic standards requirements and obtain the approval of the Office of Human Resources. "Permanently disabled" shall be defined as either receipt of a disability pension through PERS or entitlement to social security disability.
- C. The College will reimburse unit members for the Transfer Credit Evaluation fee, the Annual Enrollment Fee and Tuition Fees assessed by Edison State College.
- D. Upon successful completion of ("C" or better) in a course, unit 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 unit member is attending, whichever is greater. 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/her 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).

- E. Employees receiving tuition reimbursement are obligated to continue to work at the College as follows:

Reimbursement	Continuing Work Obligation
\$1 to \$750	Six (6) months
\$751 to \$1,250	Twelve (12) months
\$1,251 to \$1,750	Eighteen (18) months
\$1,751 or more	Twenty-four (24) months

The continuing work obligation begins on the date of reimbursement. If the employee does not continue to work for the required period of time, the employee must repay the College for the amount of the tuition reimbursement.

## ARTICLE XXX - 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 unit members.

B. Human Resources Development

The 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 XXXI – SALARIES**

- A. 1. The unit employees currently employed and on the payroll at the signing of this agreement shall receive a 2% increase to their base salary effective July 1, 2022 plus \$1,000 not added to base effective July 1, 2022 for full time employees and \$500 not added to base for permanent part-time employees effective July 1, 2022;
2. Each then current unit employee shall receive a 2% increase to their then current base salary effective July 1, 2023;
3. Each then current unit employee shall receive a 2% increase to their then current base salary effective July 1, 2024;
4. Each then current unit employee shall receive a 2% increase to their then current base salary effective July 1, 2025;
5. Each then current unit employee shall receive a 2% increase to their then current base salary effective July 1, 2026.

B. Starting Salaries for new hires after July 1, 2022:

- July 1, 2022      PSO    \$55,850
- July 1, 2022      CSO    \$35,139
  
- July 1, 2023      PSO    \$56,967
- July 1, 2023      CSO    \$35,842
  
- July 1, 2024      PSO    \$58,106
- July 1, 2024      CSO    \$36,559
  
- July 1, 2025      PSO    \$59,268
- July 1, 2025      CSO    \$37,290
- 
- July 1, 2026      PSO    \$60,454
- July 1, 2026      CSO    \$38,036

## **ARTICLE XXXII – GROUP LEADERS**

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

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

## **ARTICLE XXXIII - NIGHT SHIFT DIFFERENTIAL**

Employees assigned to night shift work will be paid an additional seventy-five cents (\$.75) above their hourly rate for all hours worked during the second and third shift except for shift changes requested by the staff.

## **ARTICLE XXXIV- UNIFORMS**

Supervisors will inspect uniforms and shall replace such when they deem it is needed or are damaged beyond repair. They shall submit their requests for replacement of uniforms to the Director of Public Safety. The College will order such uniform replacements and distribute them to the employees upon receipt. Employees are responsible to clean and maintain the uniforms and equipment which the College places in their trust.

## **ARTICLE XXXV– UNION RIGHTS**

- A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees the Unit members shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations over grievances, terms and conditions of employment, and activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any Union member in the enjoyment of any rights conferred by the Act or other laws of New Jersey or the Constitutions of New Jersey and of the United States, that it will not discriminate against any Unit member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Union or collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing contained herein shall be construed to deny or restrict to any Unit member, rights he may have under the General School laws of the State of New Jersey applicable to Camden County College, or other applicable laws and regulations. The rights granted to Union members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Duly authorized officers and representatives of the Union shall be permitted to transact official Union business on College property at all reasonable times. Reasonable time shall be defined as that period which does not interfere with the operation of the College or the performance of their regular duties.
- D. The Union shall have the right to use College facilities and office equipment, including typewriters, computers, copying machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. Payments shall be made for any expendable supplies used for Union purposes

and the Union shall be liable for damages to any equipment used for said purposes.

- E. The Union shall have the right to post notices of its activities and related matters of the Union. The Union may use the College mail service and College mail boxes for communications to its membership.
- F. The College shall establish an official personnel file for each negotiating unit member and this file shall be located in the Office of Human Resources. The College shall not include in the personnel file any documents or records relating to grievances and/or arbitrations involving negotiating unit members.
- G. A copy of any documents or memoranda relating to individual performance, competence, character, service or conduct of a negotiating unit member which is placed in his/her personnel file, shall be furnished within a reasonable time to the employee, who shall have the right to respond and have such response included as part of his/her personnel file.
- H. All negotiating unit members shall have the right, upon request, to review the contents of his/her personnel file on their own time during the work day and may obtain one copy of any item in their file. The request to review must be made in the Office of Human Resources.




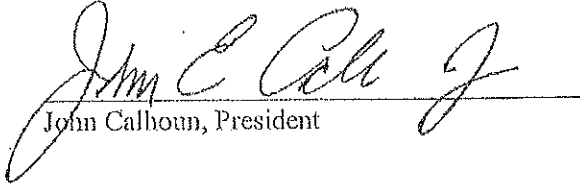
ARTICLE XXXVI – TERMINATION OR MODIFICATION

This Agreement shall remain in full force and effect to and including June 30, 2027.

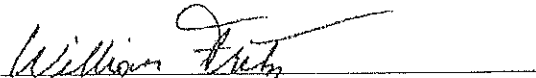
CAMDEN COUNTY COLLEGE  
Board of Trustees

Camden County College Support Staff Association-  
Public Safety Officers & Negotiating Team

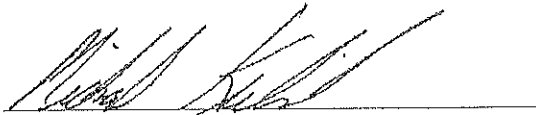
  
John Hanson, Chairman


  
John Calhoun, President


  
Susan Croll, Vice-Chair

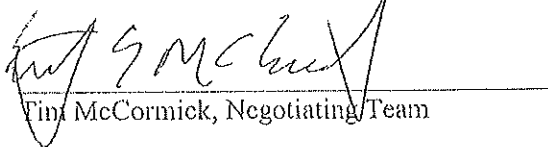
  
William Fretz, Vice-President

  
Anthony Maressa, Secretary

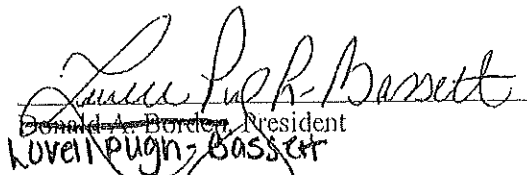
  
Mike Kulisek, Negotiating Team

  
Brett Wiltsey, Treasurer

  
Kassandra Hucita, Negotiating Team

  
Fini McCormick, Negotiating Team

Date 7/27/22

  
~~Donald A. Borden~~ President  
Lovell Pugh-Bassett  
Date 8/9/22

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