



## **AGREEMENT**

**Between**

**THE CAMDEN COUNTY COLLEGE  
BOARD OF TRUSTEES**

**And**

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

**Maintenance, Boiler Operators,  
Mechanics,  
and Painters**

**JULY 1, 2009 – JUNE 30, 2013**

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## **AGREEMENT**

The BOARD OF TRUSTEES OF CAMDEN COUNTY COLLEGE operating under the provision of Public Laws of 1968, Chapter 303 of the State of New Jersey as amended by Chapter 123, Public Laws of 1974 of the State of New Jersey and THE SUPPORT STAFF ASSOCIATION OF CAMDEN COUNTY COLLEGE / NJEA.

THIS AGREEMENT is entered into this 29<sup>TH</sup> day of April 2010, between the CAMDEN COUNTY COLLEGE BOARD OF TRUSTEES, hereinafter called "the Board", "the Board of Trustees," or "the College" and the Support Staff Association, 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 bargaining agent for all its full-time and permanent part-time employees for the purpose of collective bargaining 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 maintenance employees, boiler operators, mechanics, and painters.

### **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 hereditary 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.

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.

## **ARTICLE VI – CHECKOFF**

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

The College shall forward a check for the total of such deduction to the Financial Secretary of the Union each payday for which the deduction is made.

## **ARTICLE VII - AGENCY SHOP**

### Representation Fee

- A. Purpose of Fee: If an employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification: The Union shall certify to the College in writing, the current rate of its membership dues, and any changes in dues rates shall be provided to the College thirty (30) days in advance of the effective date of such change. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
- C. Dues Deduction: The College agrees to honor each properly completed and signed dues deduction authorization/membership application form of the Union in accordance with Chapter 233, NJ Public Laws of 1969 (N.J.S.A. 52:14-15.9e). Said monies together with current records of any corrections shall be transmitted by the College to a person designated by the Union by the 15<sup>th</sup> of the month following the second pay period of the previous month in which deductions were made. The Union designee shall disburse such monies to the appropriate Association or Associations.
- D. 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 of action taken by the College in reliance upon the deduction authorization forms submitted.

## **ARTICLE VIII - BULLETIN BOARDS**

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

## **ARTICLE IX - 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 X - 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. Employees 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 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 Chief Shop Steward and the Steward, or their designees, on the one hand, the Director of the Physical Plant 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) 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) 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 XII - 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 two (2) weeks' pay.

## **ARTICLE XIII – SENIORITY**

### *Section 1*

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

### *Section 2*

For the purposes of seniority and layoffs, Maintenance employees, Boiler Operators, Mechanics, and Painters shall be four separate units.

### *Section 3*

In the event of a layoff, the least senior employee in the Maintenance unit is to be laid off first.

### *Section 4*

In the event of a layoff, the least senior employee in the Boiler Operators unit is to be laid off first.

### *Section 5*

In the event of a layoff, the least senior employee in the Mechanic unit is to be laid off first.

### *Section 6*

In the event of a layoff, the least senior employee in the Painter unit is to be laid off first.

### *Section 7*

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 8*

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 9*

Employees 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 10*

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 11*

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 12*

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

*Section 13*

Any bargaining unit 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 reinstated to their former job and rate, plus any increases granted in their absence without loss of other benefits.

*Section 14*

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.

The College will abide by all applicable regulations of State and Federal Law regarding military leave.

**ARTICLE XIV - HOURS AND OVERTIME**

*Section 1*

The standard work week shall be forty (40) hours per week, eight (8) hours per day, and five (5) days per week from Monday through Friday. The College may vary these hours by mutual consent between the College and the employee or for any new or vacant position. 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 above working schedule. Any difference or disputes concerning any such proposed changes shall be handled through the grievance procedures.

### *Section 3*

All work performed in excess of 8 hours in a single day, or in excess of 40 hours in a given week and all work performed on a sixth day shall be compensated at one and one-half times (1 ½) the regular straight time rate. Double time shall be paid for all work performed on a seventh day provided that the employee works on the sixth day preceding it. 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 and one-half (2 ½), which shall include all remuneration including pay for the holiday and overtime premium.

### *Section 4*

If classes are cancelled for weather related reasons, this same policy shall also apply to employees. All personnel who are required to work on a day when classes are cancelled for weather related reasons will receive their regular day's pay and in addition will receive straight time for all hours worked. Employees who are not required to work on a day when classes are cancelled due to weather will receive their regular day's pay.

When classes are cancelled due to other reasons, employees will work their regular hours for their regular pay.

### *Section 5*

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 at least three (3) days notice prior to overtime requirements and forty-eight (48) hours notice of requested Saturday overtime.

### *Section 6*

The College may require the services of employees in the bargaining unit in the case of an emergency such as snow removal, flood or other "Act of God" to protect the property of the College and to permit the College to function. Employees who are called in on an emergency basis are to receive minimum of four (4) hours pay unless the hours are adjacent to the employee's regular shift, in which case the employee shall be paid time and one-half.

### *Section 7*

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 8 – Shift Determination*

Where more than one work shift per day within a given occupation is in effect, employees within the occupation will be given preference of shifts in line with seniority. Such preference will be exercised only when vacancies occur, or where there is a decrease in work force on a given shift.

### *Section 9*

All bargaining unit members shall receive a paid one half hour lunch, subject to interruption in the event of an emergency. This will result in a total onsite work day of eight (8) hours.

## **ARTICLE XV - 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.

### *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 employee applicant before filling the vacancy.

Procedures to be utilized in the filling of positions for bargaining unit members are as follows:

1. The College will maintain a system wherein the most senior applicant for a position will be appointed to said position for a thirty-day probationary period. The 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 bargaining 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 the "bumping" rights contained in Article XIII of the current collective bargaining agreement.

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

4. An employee who utilizes seniority to move laterally or downward will be required to remain in the new position for a period of one full year. 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 bargaining unit members may still be tested by the College (Note: several entry-level positions in the bargaining unit do not explicitly require specialized skills). However, the College will notify external applicants who are appointed to those positions that do not require specialized skills, that they will have to obtain a passing test score if they subsequently apply for positions within the bargaining unit that entails proficiency in certain 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.

### *Section 3*

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

## **ARTICLE XVI - JOB DESCRIPTIONS**

Any new or revised job descriptions will be presented to the President of the Support Staff Association five (5) working days before they are made effective.

Effective job descriptions may be reviewed at any time to take into consideration changes that have been made in job duties or equipment (additions or deletions) to determine that they are properly classified.

## **ARTICLE XVII - 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 XVIII - REST PERIOD**

Employees working a full shift will be given one fifteen (15) minute break during the first half of the shift and another fifteen (15) minute break during the second half of the shift without loss of pay. Employees working a minimum of one half day (4 hours) will be given a single fifteen (15) minute rest period without loss of pay.

## **ARTICLE XIX - WASH-UP TIME**

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

## **ARTICLE XX - 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 will accrue vacation at .835 days per month.
2. 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.
3. Employees who have worked ten (10) years shall begin to accrue four (4) weeks vacation.
4. Employees who have worked more than ten (10) years shall begin to accrue twenty-two (22) vacation days.
5. Part-time employees shall have their time prorated and receive vacation time accordingly.
6. 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.
7. 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.
8. 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.
9. Vacation time may be taken as it is earned.
10. Vacation days accrued during the employee's 90 day probationary period shall not be used or paid until successful completion of that period.

### *Section 2*

On July 15 of each year, employees will receive a memorandum from the Human Resources Office advising them of the number of personal days, sick days and vacation days they have remaining. Additionally, it is agreed that the Human Resources 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 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.

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

### *Section 2*

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

### *Section 3*

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

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

### *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 XXII - 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, probationary 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 during the 90 day probationary period.

B. Upon retirement from the service of Camden County College, as confirmed by the New Jersey Public Employee Retirement System, a bargaining unit member shall receive a lump sum payment equal to \$80.00 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.

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 this contract is signed will be eligible to a lump sum terminal leave payment for sick leave at retirement.

D. In addition, all bargaining unit members may receive a payment of \$80.00 per unused sick day in July of each year, if they meet the following criteria:

1. They may cash in no more than five (5) days per year;
2. Have at least twenty (20) additional sick leave days to their credit after cashing in their 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 XXIII - FAMILY LEAVE**

The College will comply with 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 XXIV - 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 leave on a pro-rated 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 XXV - BEREAVEMENT LEAVE**

In the event of a death in the immediate family, the College will 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 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 XXVI - JURY DUTY**

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

## **ARTICLE XXVII – 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 bargaining 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. "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 of the partners 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 XXVIII - 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 30.5 hours per week. Employees employed on June 27, 1996 for less than 30.5 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. Any employee hired after July 1, 1994 shall continue to make the premium sharing payments in the amounts charged to them as the conclusion of the previous agreement, based upon the health and prescription plan to which the employee is enrolled

Effective with the first pay period after May 1, 2010, all active employees shall contribute one-half of one percent (.5%) of their base salary in premium sharing payments, increased to three quarters of one percent (.75%) effective July 1, 2010, and increased to one point two percent (1.2%) effective July 1, 2012. These premium share payments shall be made on a pre-tax basis pursuant to an IRS Section 125 plan. Employees opting out of health and/or prescription coverage shall not be subject to those premium contributions. Any premium payments shall be inclusive of any premium sharing payments required by state law or mandate and shall be the only premium sharing payment required of active employees.

- C. Medical and prescription co-payments are set forth in Schedule A attached hereto.
- 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.

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.

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.

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.

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 permit employees to participate in a Section 125 Flexible Spending Account (FSA) and will provide training to employees as to how to utilize such account.
- F. The College will create and contribute to Flexible Spending Accounts (FSA) in the following annual amounts for all full-time employees in the bargaining unit based on their salary as of January 1st as follows:

	<b>FSA Effective January 1, 2010</b>	<b>FSA Effective January 1, 2011 and Thereafter</b>
Less than \$25,000	\$475	\$475
\$25,000 - \$34,999	\$375	\$400
\$35,000 or more	\$275	\$400

These payments shall be made each calendar year to the bargaining unit member's FSA account. In lieu of increasing these payments for 2011, as part of retro payments, all fulltime employees making between \$25, 000 and \$34,999 shall receive an additional twenty-five (\$25) dollars, and any employee making \$35,000 or above shall receive an additional one hundred and twenty-five (\$125) dollars

- G. Married couples or domestic or civil partners where both are College employees (regardless of bargaining unit, if any) shall not choose separate health insurance plans (medical and prescription) for themselves and all eligible dependents
- H. 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.

## **ARTICLE XXIX - 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 XXX - 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 \$1,500 per year, per 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 bargaining unit, if any), must choose one dental plan for themselves and all eligible dependents.

## **ARTICLE XXXI - DISABILITY INSURANCE**

### *Section 1*

The College agrees to pay all premiums to provide a Disability Insurance Plan for employees who have completed their probationary period and who work at least twenty four (24) hours per week on their regular schedule.

### *Section 2*

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

1. Sixty-Six and two-thirds (66 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. Bargaining unit members must exhaust sick leave before disability benefits may be received.
4. Bargaining unit members may not be paid sick leave and collect disability benefits simultaneously.

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

- A. Bargaining 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 bargaining 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, bargaining 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 bargaining 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 and 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. Upon successful completion ("C" or better) of a course, bargaining 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 bargaining 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).

- D. The College will reimburse bargaining unit members for the Transfer Credit Evaluation Fee, the Annual Enrollment Fee and Tuition and Fees assessed by Edison State College.
- E. Employees receiving tuition reimbursement are obligated to continue to work at the College as follows:

<b>Reimbursement</b>	<b>Continuing Work Obligation</b>
\$1 to \$750	Six (6) months
\$751 to \$1250	Twelve (12) months
\$1251 to \$1750	Eighteen (18) months
\$1751 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 XXXIII - 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 bargaining 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 XXXIV - SALARIES**

- A. The percentage increase for each year of the contract shall be as follows:
  - 2.9% for the period July 1, 2009 through June 30, 2010;
  - 2.9% for the period July 1, 2010 through June 30, 2011
  - 2.9% for the period July 1, 2011 through June 30, 2012
  - 2.9% for the period July 1, 2012 through June 30, 2013

The maximum salaries for each position shall be adjusted accordingly.

Employees hired and employed after June 30, 1998 shall be compensated under the following schedule:

1. During the first twelve months of service, the employee will earn up to \$7,000 less than the maximum salary for the position.
2. Upon completion of twelve (12) months of service, the employee will receive a salary increase of \$1,400 plus whatever salary increase earned by employees being paid the maximum rate of pay for that position.
3. Upon completion of twenty-four (24) months of service, the employee will receive another salary increase of \$1,400 plus whatever salary increase earned by employees being paid the maximum rate of pay for that position.
4. Upon completion of thirty-six (36) months of service, the employee will receive another salary increase of \$1,400 plus whatever salary increase earned by employees being paid the maximum rate of pay for that position.
5. Upon completion of forty-eight (48) months of service, the employee will receive another salary increase of \$1,400 plus whatever salary increase earned by employees being paid the maximum rate of pay for that position.
6. Upon completion of sixty (60) months of service, the employee will earn the maximum salary for the position.

The College shall determine the actual starting salary, but the starting salary shall never be above the maximum salary for the position.

**B. Maximum Salaries for Positions**

	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012- 2013</b>
Boiler Operator	\$55,510	\$57,120	\$58,776	\$60,481
Maintenance	\$55,510	\$57,120	\$58,776	\$60,481
Mechanic	\$55,510	\$57,120	\$58,776	\$60,481
Painter	\$55,510	\$57,120	\$58,776	\$60,481

- C. All employees below maximum shall receive the same dollar increases as employees at maximum in addition to the salary increase due on their anniversary date.

**ARTICLE XXXV - 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 five percent (5%) per year over and above their base salary.

**ARTICLE XXXVI - PREMIUM PAY**

Full-time employees holding a Black Seal Boilerman's License and working in the capacity of a boilerman will be paid an additional \$450.00 per year.

Full-time employees holding a Black Seal Boilerman's License with Air Conditioning Certification and working in the capacity of a boilerman will be paid an additional \$150.00 per year, for a total stipend of \$600.00 per year.

A mechanic who holds an air conditioning certificate shall receive an annual stipend of \$150.00.

#### **ARTICLE XXXVII - 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 XXXVIII - MEAL COMPENSATION**

An employee required to work two (2) or more hours in excess of his/her regular work day shall be entitled to a non-transferable meal ticket valid only at College food service facilities, which will entitle such employee to a meal allowance of \$5.50. If all College food service facilities are closed, and the employee is unable to use such meal ticket, the employee may be reimbursed for meals up to a maximum of \$5.50 with the submission of a valid receipt.

#### **ARTICLE XXXIX – UNION RIGHTS**

- A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that 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. Duty 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 bargaining 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 bargaining unit members.
- G. A copy of any documents or memoranda relating to individual performance, competence, character, service or conduct of a bargaining 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 bargaining 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 XXXX – TERMINATION OR MODIFICATION**

This Agreement shall remain in full force and effect to and including June 30, 2013. Negotiations for the next subsequent contract shall commence no later than February 1, 2013.

**CAMDEN COUNTY COLLEGE**

**CAMDEN COUNTY COLLEGE  
BOARD OF TRUSTEES**

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Kevin G. Halpern,  
Chairman

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Sandee G. Vogelson,  
Vice Chairman

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Hazel T. Nimmo,  
Secretary

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Louis F. Cappelli, Sr.,  
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**SUPPORT STAFF  
NEGOTIATING TEAM**

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Warren Yeager  
President

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Joseph Knorr  
Vice President

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Edward Klumpp  
Plumber

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Richard Zaleski,  
HVAC

**CAMDEN COUNTY COLLEGE  
PRESIDENT**

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Dr. Raymond A. Yannuzzi,  
President

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Date Signed