



# **AGREEMENT**

Between

**THE CAMDEN COUNTY COLLEGE  
BOARD OF TRUSTEES**

And

**INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE AND FURNITURE WORKERS  
COMMUNICATION WORKERS OF AMERICA  
IUE/CWA 81440**

**Security**

**JULY 1, 2003 – JUNE 30, 2006**

## TABLE OF CONTENTS

Article I	Purpose	1.00
Article II	Recognition	1.00
Article III	Non-Discrimination	1.00
Article IV	Management Rights	1.00
Article V	Right to Organize	2.00
Article VI	Checkoff	2.00
Article VII	Agency Shop	3.00
Article VIII	Group Leaders	3.00
Article IX	Night Shift Differential	3.00
Article X & XI	Hours and Overtime	3.00
Article XII	Seniority	4.00
Article XIII	Grievance Procedure	6.00
Article XIV	Notice of Discharge	6.00
Article XV	Promotions and Posting of Vacancies	7.00
Article XVI	Reporting Time	8.00
Article XVII	Bereavement Leave	8.00
Article XVIII	Sick Leave	9.00
Article XIX	Family Leave	9.00
Article XX	Personal Leave	9.00
Article XXI	Vacations	10.00
Article XXII	Holidays	10.00
Article XXIII	Hospitalization and Prescription Plan	11.00
Article XXIV	Workmen's Compensation Insurance	12.00
Article XXV	Dental Insurance	12.00
Article XXVI	Disability Insurance	12.00
Article XXVII	Bulletin Boards	12.00
Article XXVIII	Union Visitation	12.00
Article XXIX	Safety Conditions	13.00
Article XXX	Rest Period	13.00
Article XXXI	Wash-Up Time	13.00
Article XXXII	Jury Duty	13.00
Article XXXIII	Tuition to College Courses	13.00
Article XXXIV	Part-Time Temporary Employees	14.00
Article XXXV	Salaries	14.00
Article XXXVI	Uniforms	15.00
Article XXXVII	Miscellaneous	15.00
Article XXXVIII	College Sponsored Programs	15.00
Article XXXIX	Termination or Modification	16.00

## 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 SECURITY OFFICER LOCAL UNION OF CAMDEN COUNTY COLLEGE.

THIS AGREEMENT is entered into this first day of July 2003, between the CAMDEN COUNTY COLLEGE BOARD OF TRUSTEES, hereinafter called the "Board", "Board of Trustees," or "the College" and the IUE/CWA, LOCAL 81440, hereinafter called the "Union" or "Local 81440".

There shall be no strike or lockout during the term of this agreement.

### ARTICLE I - PURPOSE

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

### ARTICLE II - RECOGNITION

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

The term "employees" as used in this Agreement shall include all permanent security officers working twenty (20) or more hours per week, but excludes all other employees of Camden County College.

### 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 sex, age, race, color, creed, or national origin, handicap, or veteran's status.

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.

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 pay day for which the deduction is made. The following dues deduction authorization shall be in the form as follows:

CHECKOFF AUTHORIZATION

I.U.E. CWALOCAL 81440

TO: \_\_\_\_\_  
(Name of College & Location) (Effective Date)

I authorize and direct that you checkoff from my pay each month an amount equal to I.U.E./CWA Local 81440 membership dues, and to promptly remit same to Local 440, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and may only be withdrawn effective as of the July 1 next succeeding the date on which written notice of withdrawal is filed with the College's disbursing offices in accordance with the provisions of NJSA 52:14-15.9e.

Revocation shall be in effect only if I give you and Local 81440, IUE/CWA written notice by individual certified mail, return receipt requested.

\_\_\_\_\_  
Date Employee's Signature  
Initiation Dues:

ARTICLE VII - AGENCY SHOP

Agency Shop Provision for Non-Members

A. Upon written notification from the President of Local 81440, the College will deduct from non-dues paying employee(s) represented by this bargaining unit, a representation fee equal to eighty-five percent (85%) of the annual dues for bargaining unit members.

The Financial Secretary of Local 81440 will determine the amount of the dues to be paid by payroll deduction. The Union shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon deduction authorization forms submitted. It is further understood that once the funds deducted are remitted to the Union the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE VIII - 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 IX - NIGHT SHIFT DIFFERENTIAL

Effective July 1, 2003 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.

ARTICLES X AND XI - 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. 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

Employees who are required to work on a Snow Day when the College is officially closed will receive their regular day's pay and in addition will receive straight time for the hours worked. Employees who are not required to work on a Snow Day when the College is officially closed will receive their regular day's pay.

## SECTION 5

There shall be no pyramiding of overtime.

## SECTION 6

No Employee will be required to work on holidays that are observed by the College and listed in this Agreement.

If the College knows of its overtime requirements, it will endeavor to give notice of twenty-four (24) hours of overtime requirements and forty-eight (48) hours notice of requested Saturday overtime.

## SECTION 7

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

## SECTION 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 Security 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. Part-time officers will be given 48 hours advance notice when required to work additional hours.
2. When 48 hours notice cannot be given, the officer will not be required to work the additional hours without his/her consent.
3. 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 Chief of Security or his/her designee.
  - b. Officers will receive fourteen (14) 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 Chief of Security or his/her designee.
4. All part-time security 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.
5. Part-time security employees cannot be required to work a seventh (7th) consecutive day.

## SECTION 10

For purposes of overtime pay during the Christmas Eve through New Year's Day break, days worked on weekends will be treated the same way as days worked on Monday through Friday when the weekend is part of an employee's regular work schedule.

## ARTICLE XII - SENIORITY

### SECTION 1

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

B. Part-Time Employees

Permanent part-time employees hired after July 1, 1991 will earn seniority on a prorated basis. Part-time bargaining unit members employed by the College as of June 30, 1991 will continue to earn their seniority as in the past without distinguishing between their full or part-time employment. Specifically, their original date of hire and their continuous service in Local 81440 are the only two criteria that will be utilized in determining their seniority status for layoffs and job bidding.

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

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

SECTION 2

In the event of a layoff, the least senior employee in the Security Officer Unit is to be laid off first.

SECTION 3

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

SECTION 4

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

SECTION 5

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

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

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

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

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

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

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

SECTION 6

The Shop Steward and one (1) other elected officer shall have super seniority for the purpose of layoffs, during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

SECTION 7

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 8

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

## SECTION 9

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

## SECTION 10

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 XIII - 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 in writing and referred to:

### Step 2

The Union Chief Steward and the Steward, or their designees, on the one hand, the Chief of Security 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 XIV - NOTICE OF DISCHARGE

### SECTION 1

Employees shall be discharged only for just cause.



SECTION 2

The President of Local 81440 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 XV - PROMOTIONS AND POSTING OF VACANCIES

SECTION 1

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

SECTION 2

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 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 XII, Section 2 of the current collective bargaining agreement.

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

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

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.

### ARTICLE XVI - 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 XVII - BEREAVEMENT LEAVE

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

ARTICLE XVIII - SICK LEAVE

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

- (a) Employees are allowed twelve (12) days of sick leave per year.
- (b) Accumulated days of sick leave will be unlimited.
- (c) A sick leave is subject to medical verification if requested by the immediate supervisor.
- (d) Part-time employees will have their sick leave prorated based on time worked.
- (e) Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.

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 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.

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

ARTICLE XIX - FAMILY LEAVE

The College will comply with the federal and State law concerning family and medical leave.

ARTICLE XX - PERSONAL LEAVE

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

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. This agreement is applicable to all four collective bargaining agreements covering each of the bargaining units represented by IUE/CWA Local 81440.

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 XXI - VACATIONS

### SECTION 1

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

- (a) Security Officers who have worked less than five (5) years will accrue vacation at .835 days per month.
- (b) Employees hired after September 1 will receive credit at the rate of one (1) day per month for the time employed.
- (c) Employees who have worked five (5) years shall 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.
- (d) Employees who have worked ten (10) years shall begin to accrue four (4) weeks vacation.
- (e) Employees who have worked more than ten (10) years shall begin to accrue twenty-two (22) vacation days.
- (f) Part-time employees shall have their vacation time prorated and receive vacation time accordingly.
- (g) It is understood that vacation time will be used within any two (2) year period. Vacation time should be taken so that it is mutually satisfactory with his/her supervisor.
- (h) An employee who retires at any age shall receive a pro rata vacation pay as of the date he/she leaves the employ of the College.
- (i) The pro rata vacation pay of an employee who dies while in the employ of the college shall be paid to the beneficiary of his/her group life insurance policy.
- (j) Vacation time may be taken as it is earned.

### SECTION 2

On July 15 of each year, employees will receive a memorandum from the 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 XXII - HOLIDAYS

### SECTION 1

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

1. July 4th
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving Day
5. Christmas Eve Day through/and including New Year's Day
6. Martin Luther King's Birthday
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.

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

#### SECTION 2

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

#### SECTION 3

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

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

### ARTICLE XXIII - HOSPITALIZATION AND PRESCRIPTION PLAN

1. The College will pay one hundred percent (100%) of the cost of the managed care plan and the HMO offered in June 1996 (Patriot V and HIP, respectively). Employees choosing the traditional indemnity plan (Patriot X) will make the following contributions toward the cost of the premiums through payroll deductions:

Single	\$15.00 per check (26 per year)
Parent/child	\$20.04 per check (26 per year)
Husband/wife	\$51.74 per check (26 per year)
Family	\$67.90 per check (26 per year)

2. To be eligible for health insurance an employee must 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.

3. The College will provide a prescription plan (with co-pays of \$15.00 namebrand/\$7.50 generic/\$0.00 mail order per prescription) for each eligible employee, spouse and unmarried eligible dependents.

4. If the cost of health insurance premiums increases by ten percent (10%) or more between the 1995-1996 fiscal year and 1998-1999 fiscal year, the College and the IUE Union agree to convene an Insurance Cost Containment Committee to review cost containment options and make recommendations to the College and the IUE Union.

5. 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 July, for a full year without the

insurance coverage. If the employee drops the insurance after July 1, 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.

6. The College will pay up to fifteen percent (15%) more towards the combined cost of health insurance premiums (including dental and prescription insurance) per year in 2000-01, 2001-02 and 2002-03 (cumulative) compared to the combined premium cost in 1999-2000. If the increases are greater than this fifteen percent (15%) allowance, the College and the IUE will meet and negotiate over benefit and or carrier changes that will reduce the combined premiums by at least the amount above the fifteen percent (15%) allowance. If there is no agreement by September 30 following the rate increase, the College will implement payroll deductions to recover one-half of the cost above the cumulative annual fifteen percent (15%) allowance.

7. The College shall permit employees to participate in a Section 125 account and will provide training to employees as to how to utilize such accounts.

#### ARTICLE XXIV - WORKMEN'S COMPENSATION INSURANCE

All employees are covered by Workmen's Compensation Insurance.

##### SECTION 1

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

##### SECTION 2

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

##### SECTION 3

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

#### ARTICLE XXV - DENTAL INSURANCE

All full-time employees and eligible dependents will be covered by the New Jersey Dental Plan, premium to be paid by the College. The terms and conditions of the dental benefit package will be identical to coverage in existence for other employees of the College as of July 1, 1983. Employees hired on or after July 1, 1994 shall contribute \$15.00 per paycheck toward the cost of insurance. Employees hired after July 1, 2003 shall contribute \$30.00 per paycheck toward the cost of dental insurance. Part-time employees shall be permitted to enroll in the dental insurance plan upon their payment of the College's premium. The dental maximum annual benefit shall increase from \$1,000 per year to \$1,500 per year.

#### ARTICLE XXVI - DISABILITY INSURANCE

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.

#### ARTICLE XXVII - BULLETIN BOARDS

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

#### ARTICLE XXVIII - UNION VISITATION

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

The College President or his/her designee and the Union Chairman or 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.

#### ARTICLE XXX - REST PERIOD

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

#### ARTICLE XXXI - 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 XXXII - 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 earnings for a normal work day.

#### ARTICLE XXXIII - 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 Local 440 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 bases 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 disable 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 Assistant Vice President for 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 Local 81440 bargaining 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, 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 the lesser amount. The employee can be reimbursed for a maximum of fifteen (15) credits or its equivalent during the period between July 1 and June 30, each year. There will be a different reimbursement rate for undergraduate course(s) than for graduate course(s) in accordance with the respective tuition rates at

Rutgers University. Reimbursement provisions will also be applicable to workshops, seminars, and vocational school training.

Approval by the College President or his/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:

<u>Reimbursement</u>	<u>Continuing Work Obligation</u>
\$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 XXXIV - PART-TIME TEMPORARY EMPLOYEES

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

ARTICLE XXXV - SALARIES

A. Three Year Contract

2003-2004	4.0%	Increase for the period from July 1, 2003 to June 30, 2004.
2004-2005	3.7%	Increase for the period from July 1, 2004 to June 30, 2005.
2005—2006	3.5%	Increase for the period from July 1, 2005 to June 30, 2006.

B. Employees hired and employed between June 30, 1995 and June 30, 1998 shall be compensated under the following schedule:

(1) During the first twelve months of service, the employee will earn \$5,000 less than the maximum salary for the position.

(2) Upon completion of twelve (12) months of service, the employee will earn \$4,000 less than the maximum salary for the position.

(3) Upon completion of twenty-four (24) months of service, the employee will earn \$3,000 less than the maximum salary for the position.

(4) Upon completion of thirty-six (36) months of service, the employee will earn \$2,000 less than the maximum salary for the position.

(5) Upon completion of forty-eight (48) months of service, the employee will earn \$1,000 less than the maximum salary for the position.

(6) Upon completion of sixty (60) months of service, the employee shall earn the maximum salary for the position.



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.

#### C. Maximum Salaries for Positions

<u>2003-04 (4%)</u>	<u>2004-05 (3.7%)</u>	<u>2005-06 (3.5%)</u>
\$40,332	\$41,824	\$43,288

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

#### ARTICLE XXXVI - UNIFORMS

Security Officers will submit their requests for replacement of uniforms which are no longer functional to the Chief of Security by July 1 of each year. The College will order such uniform replacements by no later than August 1 of each year and distribute them to the employees upon receipt.

#### ARTICLE XXXVII - MISCELLANEOUS

##### SECTION 1

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. During add/drop and registration periods, however, employees who are in the aforesaid overtime status will continue to secure a slip from the Business Office which will entitle them to a meal at the College cafeteria.

#### ARTICLE XXXVIII - COLLEGE SPONSORED PROGRAMS

##### A. WELLNESS PROGRAM

A Wellness Program will be developed and maintained by the College for the physical

health of all employees. It is understood that the Wellness Program will be available at no cost to Local 81440 bargaining unit members.

B. HUMAN RESOURCES DEVELOPMENT

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

ARTICLE XXXIX - TERMINATION OR MODIFICATION

This Agreement shall remain in full force and effect to and including June 30, 2006. Negotiations for the next subsequent agreement shall commence no later than February 1, 2006

**CAMDEN COUNTY COLLEGE**

**CAMDEN COUNTY COLLEGE**  
**BOARD OF TRUSTEES**

**IUE/CWA LOCAL 81440**  
**NEGOTIATING TEAM**

BY: \_\_\_\_\_  
Kevin G. Halpern,  
Chairman

By \_\_\_\_\_  
Peter Wickersty,  
International Representative

By \_\_\_\_\_  
Sande G. Vogelsson,  
Vice Chairman

By \_\_\_\_\_  
Kathryn O'Hanlon,  
President

By: \_\_\_\_\_  
Hazel T. Nimmo,  
Secretary

By \_\_\_\_\_  
Mike McCallion,  
Vice President

By: \_\_\_\_\_  
Joe Ripa,  
Treasurer

By \_\_\_\_\_  
Jeff Chapline,  
Maintenance,

By: \_\_\_\_\_  
John Obuchowski,  
Alternate

**COLLEGE PRESIDENT**

By: \_\_\_\_\_  
Dr. Phyllis Della Vecchia

\_\_\_\_\_  
Date Signed