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## Preamble

This agreement is entered into this first day of July 2010, by and between the Atlantic Cape Community College Board of Trustees, called the Board, and the Atlantic Cape Community College Organization of Supervisory and/or Administrative Personnel, called ACCCOSAP.

## Article I Recognition

### A. Unit

The Board recognizes ACCCOSAP as the exclusive representative for collective negotiations, as defined in New Jersey Public Laws of 1975, Chapter 123.

### B. Definition of an ACCCOSAP Member

The term ACCCOSAP shall refer to all full-time professional, supervisory and/or administrative personnel.

Exceptions to the inclusion definition are the following titles:

- Administrative Personnel/President's Staff
- Associate Deans
- Assistant Deans
- Controller
- Deans
- Executive Director of Administration and Business Services
- Executive Director of Communications and College Relations
- Facilities Management Supervisory Staff
- Human Resources Supervisory Staff
- Security and Public Safety Supervisor
- Supervisory/Administrative Personnel/ACA

The College will notify ACCCOSAP of newly hired employees and provide a rationale for classifications excluded from ACCCOSAP. The parties will confer on a case-by-case basis as to inclusion in ACCCOSAP.

New ACCCOSAP members are subject to a 180-day probationary employment period. ACCCOSAP members on probation shall be evaluated by management at the 90-day interval of the probationary period. Management may choose to end the probationary period at 90 days and retain the newly hired ACCCOSAP member as a regular employee. This option is at the sole discretion of management.

Management reserves the right to terminate a newly hired probationary employment ACCCOSAP member at any time during the probationary employment period. Discharge of a newly hired ACCCOSAP member during his/her probationary employment period shall not be subject to grievance.

Current ACCCOSAP members promoted or transferred shall be subject to a 90-day probationary period.

## Article II Rights

### A. Right to Organize

According to Public Laws of 1975, Chapter 123 of the State of New Jersey, all supervisory and/or administrative employees have the right to freely organize, join and support ACCCOSAP. ACCCOSAP's purpose is to engage in collective negotiations over grievances, terms and conditions of employment and activities for mutual aid and protection.

### B. Additional Rights

1. The Board extends to all ACCCOSAP members rights and privileges in academic freedom, personnel files, position vacancies, and notice and issue date of employment contracts.
2. ACCCOSAP members shall be entitled to full rights of citizenship and no religious or political activities of any ACCCOSAP member, or the lack thereof, shall be grounds for discipline or discrimination with respect to the employment of an ACCCOSAP member. The personal life of an ACCCOSAP member is not ordinarily within the concern of the Board.
3. ACCCOSAP members shall be entitled to full rights of citizenship and no religious or political activities of any ACCCOSAP member, or the lack thereof, shall be grounds for discipline or discrimination with respect to the employment of an ACCCOSAP member. The personal life of an ACCCOSAP member is not ordinarily within the concern of the Board.

### C. Use of College Facilities

ACCCOSAP has the right to use College facilities only when the use does not interfere with normal College operation.

### D. Use of College Property

Authorized ACCCOSAP representatives are permitted to conduct official business on College property, if the activity does not interfere with the normal College operation or the performance of their regular duties.

E. Use of College Equipment

ACCCOSAP will pay for any expendable supplies used for ACCCOSAP purposes. ACCCOSAP is liable for damages to equipment used for ACCCOSAP purposes.

F. Notices and Mail

The Association shall have the right to post notices of its activities and matters of Association concern on educator bulletin boards; additional boards, where needed, will be provided by the College at Association request. The Association may use the College mail service and educator mailboxes for communications, including educator-wide distribution. Postage for external mail and all long distance calls shall be paid for by the Association.

G. Non-Discrimination

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and is without regard to race, creed, religion, color, national origin, age, sex, marital status or disability.

H. Grant Funding

ACCCOSAP positions that are in whole or in part funded by external sources or grants will not have seniority in the event of termination or limitations of grant funds. Grant-funded positions may be terminated immediately without regard to provisions of Article VIII of this Agreement. Placement within salary ranges and salary increases shall be determined on the basis of available grant funding and consistent regulations imposed by funding sources. Salary increases in excess of the allowable grant should be solely at the discretion of the College.

I. Personnel Files

There is one designated personnel file for each ACCCOSAP member. The file will contain pertinent material including evaluations and documents. No written material pertaining to the ACCCOSAP member will be used in a hearing except that contained in the personnel file.

Upon reasonable notice an ACCCOSAP member may review his/her personnel file in accordance with College policy.

J. Vacancies and New Positions

1. Vacancy

a. ACCCOSAP members shall be alerted to professional position vacancy or newly created ACCCOSAP positions through electronic job postings on the College's Web site and on college bulletin boards located on each campus.

Such notice shall include duties and a statement of required qualifications and at least one copy shall be posted outside of the Human Resources Department.

The ACCCOSAP President shall receive a notice of all vacant or newly created ACCCOSAP job postings via electronic mail.

b. All ACCCOSAP members who apply for any professional position shall be notified of the search outcome before the name of the successful applicant is published.

c. Upon request, notice of such dispositions shall be sent to the Association President.

2. New Appointments

a. The College shall furnish ACCCOSAP with names and addresses of all new professional hires as soon as possible after the official appointments by the Board.

b. Every appointment shall be in writing and be in the possession of both the College and the member before the appointment is consummated.

### Article III

#### Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all terms and conditions of employment. Negotiations shall begin at least 120 days prior to the budget submission date. The negotiated agreement shall be in writing and apply to all ACCCOSAP members. It shall be ratified and signed by the Board and ACCCOSAP, and be adopted by the Board.

### Article IV

#### Conditions of Employment

A. ACCCOSAP Members (12 month)

1. Office Hours

a. Office hours shall normally be considered 40 hours a week, Monday through Friday.

b. Acknowledging the demands of properly operating an administrative office, it is the discretion of the ACCCOSAP member, with the approval of the immediate

supervisor, which shall dictate the appropriateness of compensatory time for time spent outside the College office.

B. Committee Membership

ACCCOSAP members shall volunteer to serve on a minimum of one major standing or ad hoc committee per year. This shall include personnel search committees. No member shall be required to advise, counsel, or coach any major College or student activity.

C. Academic Calendar

ACCCOSAP shall have the privilege of inquiring into and recommending the establishment of, or changes in, the academic calendar.

D. Travel

*Authorization*

Travel is authorized, in advance, by the appropriate Senior Staff member and the coordination of its operation and function shall be accomplished by the traveler and his/her immediate supervisor. Specific provisions are stated in the current handbook governing travel established and published by the Board.

*Per-Mile Rate*

Management shall establish a per-mile rate consistent with College policy and to be no less than the State of New Jersey per-mile rate to be paid to ACCCOSAP member's excess travel to their work assignments. Travel reimbursements shall be paid on a quarterly basis on dates to be established and published by management.

*Mileage Not Paid*

Mileage shall not be paid to Association members traveling to their primary work locations. A primary location shall be defined as the location where the Association member spends at least 60 percent of his/her time per quarter (per semester for faculty). Mileage shall not be paid if the Association member's travel does not exceed his/her normal commute from home to primary assignment.

*Mileage Verification*

Business Services shall verify the actual mileage from the Association member's home to his/her primary location and from the Association member's home to his/her non-primary location.

*Travel Formula*

"HN" is the distance between the Association member's home and his/her non-primary location.

"HP" is the distance between the Association member's home and his/her primary location.



"PN" is the distance between the primary location and the non-primary location.

When an Association member's travel is only between the non-primary location and home, reimbursable excess mileage will be calculated as:  $\text{Excess} = 2(\text{HN} - \text{HP})$ .

When the Association member's travel includes his/her primary location and a non-primary location, the excess mileage will be calculated as follows:  $\text{Excess} = \text{HN} + \text{PN} - (\text{HP})$ .

#### *Discrepancies*

If there is a discrepancy between actual mileage and formula mileage, the appropriate Senior Staff member shall make the adjustment.

### Article V Leave of Absence

#### A. Advanced Study

An unpaid leave of absence of up to one year may be granted by the Board to an ACCCOSAP member upon application for advanced study and/or research if the Board feels the study shall benefit the College and the ACCCOSAP member. The Board may extend the leave beyond one year. Upon return, the ACCCOSAP member shall be placed in the same or comparable position and salary level as if employed at the College during the leave.

#### B. Service in Professional Organizations

An unpaid leave of absence of up to one year may be granted by the Board to an ACCCOSAP member to serve in a professional capacity or as an officer of a professional association if the Board feels the service would benefit the College and the ACCCOSAP member. The Board may extend the leave beyond one year. Upon return, the ACCCOSAP member shall be placed in the same or comparable position and salary level as if employed at the College during the leave.

#### C. Sabbatical

##### 1. Six-Year Residency

ACCCOSAP members who have completed six years of service at the College are eligible to apply for sabbatical leave.

##### 2. Appropriate Activities

The following activities are appropriate for the granting of sabbatical:

- a. Full-time attendance at graduate school.
- b. Full-time research or writing.
- c. Travel that is beneficial to the College and/or to the professional development of the ACCCOSAP member.
- d. Other appropriate activities, at the discretion of the Sabbatical Leave Committee.

3. **Salary**  
An ACCCOSAP member on sabbatical leave shall, at his/her option, receive full salary for one-half year or one-half salary for a full academic year.
4. **Return for One Year**  
An ACCCOSAP member receiving sabbatical leave must return to the College for one year after that leave.
5. **Position on Return**  
Upon return, the ACCCOSAP member shall be placed at the same position and salary level as if employed at the College during the leave.
6. **Application Procedure**  
Application for sabbatical leave shall be filed with the Sabbatical Leave Committee no later than Nov. 1 of the preceding academic year. ACCCOSAP members applying for a sabbatical leave will present the committee with a plan of professional development, recognizing factors such as:
  - a. Improvement of service as a professional employee.
  - b. Contribution to the development of the total College program.
  - c. The leave applicant shall file an interim and final report of accomplishments obtained pursuant to the objectives (i.e. Appropriate Activities) outlined to the SLC. The interim and final reports must be consistent with the guidelines and deadlines established by the SLC. The guidelines and deadlines shall be published and available to any ACCCOSAP member seeking sabbatical leave.
7. **Five percent of ACCCOSAP Members Annually**  
Every effort shall be made for budgetary provision to permit at least 5 percent of ACCCOSAP members to be on sabbatical annually.
8. **Sabbatical Leave Committee**  
The Sabbatical Leave Committee is composed of the Chief Academic Officer, acting as chairperson; a departmental chairperson selected by the College President; an educator at large selected by the College President; two Association members selected by the Education Association President; two ACCCOSAP members selected by the ACCCOSAP President; one ACAFA member selected by the ACAFA President; and a SSAACCC member, selected by the SSAACCC President, who has earned at least a bachelor's degree.

D. Maternity

An ACCCOSAP member requesting unpaid maternity leave shall:

1. Apply in writing to Human Resources and her supervisor within eight weeks of confirmation of the pregnancy by her physician.
2. Notify Human Resources and the supervisor in writing 60 days before the date the leave begins or immediately upon the physician's recommendation.

3. Supply Human Resources with certification from the member's physician of her ability to satisfactorily perform her duties.
4. Supply Human Resources with a physician's certificate attesting to her ability to satisfactorily return and perform her duties.
5. Reappointment will not be denied on the basis of pregnancy alone. If the ACCCOSAP member is granted reappointment, the maternity leave shall continue to its end.
6. Upon return, the ACCCOSAP member shall be placed in the same or comparable position and salary level as if employed at the College during the leave.

E. Adoption/Custody

An ACCCOSAP member adopting or assuming legal custody of an infant or pre-school child shall receive similar leave, which shall begin upon receiving actual custody of the child or earlier if necessary to fulfill the requirements for the adoption or custody period. The ACCCOSAP member shall keep the College informed if adoption or custody leave is being contemplated.

F. Child Rearing

The Board may grant child-rearing leaves of absence or extensions without pay.

G. Vacation

1. ACCCOSAP members (12-month employees) shall earn 16 paid vacation hours (two days) per month of service. Unused vacation hours may accumulate to a total of 272 hours (34 days) retroactive to date of initial employment. At the termination of employment ACCCOSAP members shall be paid on a per-diem basis for unused vacation hours not to exceed 25 days/200 hours. Eight hours equals one day.
2. ACCCOSAP members may participate in "Planned Summer Vacation." Members participating in "Planned Summer Vacation" must submit approved leave forms to the Human Resources Office by June 10. The form will indicate leave time above the carry-over limit that will be used through Labor Day. The time requested for July and August will be charged against the June 30 deadline. ACCCOSAP members requesting vacation for July and August may not alter that plan at a later date. The time submitted is charged to the June 30 cut-off and will appear on the final June pay stub.
3. If a participating ACCCOSAP member leaves the College before using planned vacation, that time would not be compensable. This plan is to allow ACCCOSAP members the flexibility to use vacation time during the summer. It does not permit vacation time carry-over beyond June 30.

In some extreme cases involving sickness or family emergencies, where the planned

time cannot be taken when originally planned, the employee may request, in writing, an extension from his/her supervisor for the purpose of rescheduling a vacation. The time limit for expending these days may be extended to October 31. Denial of such requests shall not be subject to grievance. These PSV days will be scheduled with the member's supervisor's approval.

4. ACCCOSAP members utilizing the sick leave pool shall not accumulate paid leave for the duration of their sick leave pool use.

#### H. Sick

ACCCOSAP members shall accumulate eight sick leave hours (one day) per month.

#### I. Sick Pool

1. The Board will establish a salary continuation pool each July 1 at the rate of 16 hours (two days) for each 12-month ACCCOSAP member. The pool shall be charged for any day's absence due to accident or catastrophic illness of an ACCCOSAP member whose employ provides credit to the pool and who has depleted all personally accumulated sick, personal and vacation hours. Catastrophic illness shall be expressly defined, in writing, by the member's physician and presented to the college's Health Office. The accident shall have caused serious bodily injury as defined by the member's physician. Use of the ACCCOSAP sick leave pool is limited to members who have suffered a catastrophic illness warranting an extended leave, as verified, in writing, by their physicians.

Association members may donate up to 80 sick hours (10 days) to the pool per academic year. If the sick pool balance falls below 720 hours, each member shall contribute 8 hours on July 1.

2. If an unused balance remains in the pool, no ACCCOSAP member shall suffer loss of pay due to absence for illness or accident. ACCCOSAP members may not exceed 480 personally charged hours (60 days) against the pool. An ACCCOSAP member is eligible to receive a donation under the following conditions:
  - a. All sick, vacation and personal leave is exhausted.
  - b. A 40-hour (five-day) period of absence precedes the access.
  - c. ACCCOSAP members may only receive a donation once throughout the life of this contract (unless extenuating circumstances confirmed by management dictate otherwise).
3. The Board will maintain the hours accumulated and used by ACCCOSAP members, listing all credits and charges, so that an ACCCOSAP member can claim credit for unused hours in the event:

- a. A statute is enacted to allow an ACCCOSAP member to use accumulated sick leave for compensation upon retirement.
  - b. The person is no longer recognized as an ACCCOSAP member but is still employed by the Board.
  - c. This program is not sustained by future agreements.
4. No claim for pool credits shall be made by an ACCCOSAP member absent due to a worker's compensation injury or illness as prescribed by law or by an ACCCOSAP member eligible for long-term disability compensation as provided by their retirement program.
  5. ACCCOSAP members using the sick leave pool shall not accrue paid leave for the duration of their pool use.

J. Sick Leave Payment

A sick leave payment shall be based on accumulated sick leave hours and the following provisions:

- a. The reimbursable rate shall be the ACCCOSAP member's base salary at retirement.
- b. ACCCOSAP members will make a reasonable effort to notify the College, in writing, six months before plans to retire so that payment of this benefit meets budgetary considerations.
- c. ACCCOSAP members must be at least 50 years of age and have 10 consecutive years of full-time service.
- d. The pay out shall not exceed 100 percent of the accrued leave nor shall the total payment exceed \$8,500.
- e. Upon acceptance of the sick leave payout, ACCCOSAP members will have a choice between receiving the sick leave payment in one lump sum or divided into annual payments of no more than three years.

K. Bereavement

Up to four days of non-accumulative leave of absence with pay shall be granted at any one time upon the death of an ACCCOSAP member's spouse, domestic partner, child, foster child, parent, sibling, step-child, step-grandchild, ward, step-parent, foster parent, grandparent, grandchild, parent of spouse, grandparent of spouse or domestic partner, sibling of spouse or domestic partner, or any relative living in the same household.

Additional days, if needed, may be charged to personal leave.

To verify the relationship of the deceased to the ACCCOSAP member, documentation denoting the relationship may be required by the member's supervisor. In the event that such documentation is requested and is not sufficiently provided, denial of the bereavement leave shall not be subject to grievance.

An ACCCOSAP member planning to take bereavement leave should, when possible, provide a 48-hour written notice to his/her supervisor.

L. Holidays

ACCCOSAP members shall be entitled to the following paid holidays. If the College is open on any of these holidays, compensatory days shall be scheduled. Should a holiday fall on Saturday or Sunday, a compensatory day(s) shall be scheduled.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
General Election Day	1st Tuesday in November
Veteran's Day	2nd Monday in November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

M. Unpaid Personal

Members may request unpaid leave of absence for personal reasons. Denial of this request shall not be subject to grievance.

N. Paid Personal

Members may receive 32 hours (four days) of paid personal leave per year. Whenever possible, a 48-hour written notice to the appropriate supervisor shall be given by an ACCCOSAP member requesting use of personal leave. Unused paid personal leave time will be transferred to the ACCCOSAP member's sick leave accrual, effective each June 30.

Effective July 1, 2011, members shall earn 40 hours (five days) of paid personal leave per year.

O. Emergency

Up to 24 hours (three days) leave of absence with pay may be granted to an ACCCOSAP member if the member's spouse, domestic partner, parent or child is hospitalized for emergency treatment. Use of emergency leave shall be limited to once per fiscal year per ACCCOSAP member.

P. NJEA Convention

ACCCOSAP shall be entitled to 64 hours of cumulative leave for NJEA Convention attendance. ACCCOSAP shall provide the Chief Human Resources Officer with a 30-day written notice containing the non-weekend dates of the NJEA Convention and the names of the ACCCOSAP members requesting to attend and the hours each of the members shall attend.

Q. Absence Reporting

ACCCOSAP members shall report their inability to attend work by calling the College's absence recording system (609-646-5040) at least one hour before their duty day begins.

Article VI  
Other ACCCOSAP Benefits

A. Tuition Waiver

1. Association members shall be permitted to take credit course instruction at no tuition charge at Atlantic Cape Community College. The intention is to waive tuition not to provide an outlay of cash.
2. Courses need not be related to the Association member's current work. Admission standards must be met for all courses or disciplines for which the Association member applies.
3. Cost of books, lab fees, etc., must be undertaken by the Association member.
4. Spouses, domestic partners and dependent children of Association members may attend Atlantic Cape Community College credit courses without payment of tuition. All spouses, domestic partners and dependent children shall be subject to the same rules and regulations as the regular College student body. Dependent children shall be interpreted as defined by the Internal Revenue Code of the United States.

5. Requests for tuition waiver are approved by Human Resources on forms supplied by the College. Out-of-county association members shall make every effort to obtain a charge back authorization from their county.
6. Association members may take any number of credit courses on their personal time under the tuition waiver. Spouses, domestic partners and dependent children may be full-time students.
7. The Association member or his/her dependent shall be permitted to use the tuition waiver for any credit course one time only, unless the class is a remedial/developmental class in which the student will be permitted to retake the class one time.

If the student chooses to retake the class no tuition waiver shall be granted except when extenuating circumstances exist as per the student handbook occurs.

B. Non-Credit Courses

Cost for non-credit courses will be paid by the College if the ACCCOSAP member's supervisor initiated the request for enrollment in the course.

C. Tuition Reimbursement

1. ACCCOSAP members taking undergraduate and/or graduate study may apply to the Sabbatical Leave Committee for tuition reimbursement with no individual maximum per trimester, subject to a budget maximum of \$22,000. Effective July 1, 2011, the budget maximum shall be \$25,600. To qualify for tuition reimbursement ACCCOSAP members must earn a grade of "C" or better for the coursework in which reimbursement is sought. A trimester is defined as three four-month periods. The first trimester will be from June 1 to Sept. 30. The second trimester will be from Oct. 1 to Jan. 31. The third trimester will be from Feb. 1 to May 31.
2. ACCCOSAP members shall be reimbursed up to \$500 per trimester for certificate and continuing education programs upon approval of the Sabbatical Leave Committee. When approved by the SLC, reimbursement shall be made from existing ACCCOSAP tuition reimbursement funds.

D. Teaching Credit

An ACCCOSAP member hired into a full-time faculty position may be awarded up to one year of additional teaching service credit at the completion of his/her first year teaching evaluation. Denial of an additional year of teaching service credit shall not be subject to grievance.



Article VII  
Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by one or more ACCCOSAP members or by ACCCOSAP, referred to as a "grievant," based upon an alleged violation, misrepresentation or misapplication of any agreement provision or any existing rule, order or regulation of the Board, the College President, or the Commission on Higher Education.

B. Procedure

If a grievant invokes this grievance procedure, the grievant shall:

1. Reduce the grievance to writing in letter form. The letter shall be mailed or delivered to the appropriate Senior Staff member, the College President and the Board Secretary. The letter shall state the nature of the grievance and the remedy requested and shall be dated and signed by the grievant.
2. Within seven working days from the receipt of the letter, the appropriate Senior Staff member shall meet with the grievant and discuss the facts and circumstances in an effort to resolve the grievance. The Senior Staff member shall provide a written disposition of the grievance, within seven working days of the last meeting with the grievant. A copy of this written disposition shall be mailed or delivered to the grievant, the College President, the Board Secretary and the ACCCOSAP President.
3. If the grievant is not satisfied with the disposition of the grievance by the Senior Staff member, they may appeal, in writing, to the Chief Human Resources Officer within seven working days from the receipt of the written disposition by the Senior Staff member. The grievant shall forward copies of the written appeal to the Senior Staff member, the Board Secretary and the ACCCOSAP President.
4. Within seven working days from the receipt of the letter, the Chief Human Resources Officer shall meet with the grievant and discuss the facts and circumstances in an effort to resolve the grievance. The Chief Human Resources Officer shall provide a written disposition of the grievance, within seven working days of the last meeting with the grievant. A copy of this written disposition shall be mailed or delivered to the grievant, the College President, the Board Secretary and the ACCCOSAP President.
5. If the grievant is not satisfied with the disposition of the grievance by the Chief Human Resources Officer, he/she may appeal, in writing, to the President within seven working days from the receipt of the written disposition by the Chief Human Resources Officer. The grievant shall forward copies of the written appeal to the Senior Staff member, the Board Secretary and the ACCCOSAP President.

6. The College President shall, within seven working days from the receipt of the written appeal, meet with the grievant and discuss the facts and circumstances of the grievance in an effort to resolve the matter. The President shall provide a written disposition of the grievance, within seven working days of the last meeting with the grievant. A copy of this written disposition shall be mailed or delivered to those persons to whom the written grievance was mailed or delivered. The President may designate a representative to process and determine the grievance. The disposition of the grievance by the President shall be final.
7. If the grievant is not satisfied with the disposition of the President, the grievance may be submitted by the grievant to arbitration before an impartial arbitrator within 30 days. If the parties cannot agree on an arbitrator, one shall be selected according to the rules and procedures of the Public Employment Relations Commission whose rules shall govern the proceeding. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitration shall be binding for grievances based upon the terms of this agreement and shall be advisory for all other grievances.
8. The fees and expenses of the arbitrator shall be shared equally by the College and ACCCOSAP.
9. The number of days indicated at each level should be considered a maximum and every effort should be made to speed the process. Time limits can be extended by mutual consent.
10. All documents, communications and records dealing with a grievance shall not become part of the permanent personnel files of the participants.
11. The grievant and ACCCOSAP shall be furnished with relevant information in the possession of the Board for the processing of any grievance.
12. A grievance must be filed within 30 days from the date on which the subject matter of the grievance occurred or 30 days from the date on which the grievant should reasonably have known of its occurrence.
13. Nothing shall be construed to limit, deny or restrict, the rights, or remedies, administrative or judicial, to which any grievant may be entitled under law.
14. The College President may intervene at any time and discuss and determine the grievance without the necessity of the appeals.
15. A failure on the part of the Senior Staff member, Chief Human Resources Officer or the College President to make a written determination of the grievance within the time allowed shall establish a denial of the grievance.
16. No reprisals shall be taken by any of the participants in the grievance procedure by reason of participation.

17. All meetings and hearings shall be conducted in private and shall include parties of interest and/or their designated or selected representatives.

C. Rights of Representation

If an ACCCOSAP member is the subject of a grievance by another ACCCOSAP member or a member of the Faculty Association, the ACCCOSAP member shall have the right to be represented by a three-member committee appointed by the ACCCOSAP President.

Article VIII  
Terms of Employment

A. Contracts

1. ACCCOSAP members shall receive contracts of employment renewable each year. The conferring of the initial annual contract carries an expectation of renewal if the ACCCOSAP member's performance and behavior meets predetermined standards. The Board shall adhere to Just Cause for the non-renewal of an ACCCOSAP member's employment contract. The College President shall provide specific reasons for non-renewal recommendations.

Annual contracts or letters of intent shall be issued by March 15.

When the Board does not intend to reappoint an ACCCOSAP member, notice of non-appointment shall be given in writing no later than:

- March 1 of the first year of employment
- Feb. 1 of the second year of employment
- No later than Jan. 15 for the third and fourth years of employment
- A full year's notice will be given to ACCCOSAP members who have completed five years of employment

Years of employment shall be calculated based on the employee's years as an ACCCOSAP member only.

If notification is not possible by all dates shown, and the ACCCOSAP member is forced to leave, the College shall compensate the ACCCOSAP member at the per-diem rate (i.e. base pay) until the date is achieved (e.g. Feb. 1 notification date obligates the College to five calendar months of notice or 100 working days).

The ACCCOSAP President shall be notified of the non-renewal.

Grant-funded positions, in part and whole, are excluded from this section.

2. If an ACCCOSAP member resigns, he/she shall provide the College with a written 30-calendar day notice period. Failure to provide a written 30-day notice shall result in deduction of accrued vacation time in amount that will satisfy the 30-day notice period.

ACCCOSAP members who have issued a notice of voluntary termination (resignation or retirement) of employment shall be ineligible for paid sick leave for the final 30 days of their employment with the College. If the member maintains a balance of leave time, vacation or personal leave may be utilized for this purpose.

3. Contracts may be terminated by mutual agreement between the ACCCOSAP member and the Board.
4. There shall be no major changes in the ACCCOSAP member's responsibilities or duties without consultation with the ACCCOSAP member.
5. The College shall consult with ACCCOSAP before assigning an ACCCOSAP member additional duties on a temporary or acting basis. After six months of additional or acting duties, the ACCCOSAP member shall be provided with a written evaluation of his/her performance during the temporary status. The ACCCOSAP member may request that any stipend or flat fee compensation be placed into his/her base salary for the duration of the additional or acting duties.
6. Newly hired ACCCOSAP members shall be subject to a 180-day trial employment (probationary) period.

B. Reclassification

Should an ACCCOSAP member's job description be changed or expanded he/she may apply for reclassification or upgrading of position. The job description shall be available to the ACCCOSAP member and to the ACCCOSAP President within 30 days of the reclassification. Every effort shall be made to respond to applications for reclassification within 60 days.

C. Longevity

A longevity increase of \$500 in base salary shall be paid on the anniversary date of each ACCCOSAP member's completion of 10, 15 and 20 years of service.

D. Retraining

Retraining will be made available to an ACCCOSAP member with six or more years of service if his/her individual contract is not renewed by the Board of Trustees for reasons other than discipline or performance. Such retraining shall consist solely of a complete tuition, fee, and textbook waiver for any four Atlantic Cape Community College credit or non-credit courses for the affected ACCCOSAP member. If the affected ACCCOSAP member chooses to enroll in the Academy of Culinary Arts, this section shall refer to four blocks of instruction.

The affected ACCCOSAP member must enroll for the course work within 18 months of notice of termination.

If the affected ACCCOSAP member enrolls in credit courses at a higher education institution other than Atlantic Cape Community College, the Board shall reimburse the affected member up to a total of \$2,500. To qualify for reimbursement, the affected member must abide by current Sabbatical Leave Committee guidelines for tuition reimbursement and must enroll for course work within 18 months of notification of non-renewal.

Completion of available training shall not be construed as an assurance of continued employment with Atlantic Cape Community College.

E. Recall

ACCCOSAP members who have not had their contracts renewed for reasons other than discipline or performance, shall be placed on a recall list for up to one year from the notice of the termination. ACCCOSAP members on the recall list shall receive preference for subsequent ACCCOSAP or exempt management position vacancies if they have the experience, skill and ability to perform the duties of the vacancy.

ACCCOSAP members who have consistently participated in technology training and/or other professional development and continuing education programs shall receive priority consideration for recall before an external candidate is hired for the vacancy. It shall be the responsibility of ACCCOSAP to notify members of the recall list of position vacancies.

Denial of recall request shall not be subject to grievance.

F. Reorganization

The Board shall make every effort to communicate with ACCCOSAP and include ACCCOSAP in any departmental reorganization plans that will impact ACCCOSAP members. The Board shall make every effort to inform ACCCOSAP in advance of pending departmental reorganization plans including the changes being recommended, the rationale supporting such changes, new or revised ACCCOSAP job descriptions resulting from the reorganization and the date or dates of planned implementation of the changes.

In all cases, the Board reserves sole jurisdiction and right, in compliance with the laws of the State of New Jersey, the rulings of the State Commission on Higher Education, and the provisions of this Agreement, to hire, reassign, promote, transfer, direct or discharge ACCCOSAP members.

Article IX  
Due Process

1. Due process refers to the standards and procedures that should be followed in dealing with any adverse action brought against an ACCCOSAP member by the College. The ACCCOSAP President will be notified within five working days when written disciplinary action is taken. These procedures are meant to insure that the Board has applied the tenets of Just Cause in the treatment of ACCCOSAP members.

2. The ACCCOSAP member shall be given appropriate reasons and notice of adverse action within 10 days of the alleged violation.
3. The ACCCOSAP member shall be provided an opportunity to have a conference with the supervisor within one day of the issuance of an adverse action.
4. Except for serious breaches of discipline, the following discipline procedures shall be sequentially followed for each offense, unless of the same nature:
  - a. Oral warning
  - b. Formal written warning about the violation and required corrective action with a copy to the ACCCOSAP member's personnel file
  - c. Suspension
  - d. Discharge
5. It will be the burden of the College to prove its charges and justify its actions through the presentation of proper, relevant and sufficient evidence.
6. The ACCCOSAP member and/or ACCCOSAP representatives have the right to present evidence to refute the charges.

## Article X Health Benefits

### A. Medical Insurance

The College participates in and abides by the rules and regulations of the New Jersey State Health Benefits Program. Participating in the New Jersey Health Benefits Program is non-contributory to the Association member for all premium increases as certified by the Division of Pensions with coverage of dependents, including children up to December 31 of the year the child reaches age 23. This coverage becomes effective for new employees in accordance with the provisions of the State Health Benefits Program. For present employees, the annual enrollment period shall be in accordance with the provisions of the State Health Benefits Program.

### B. Prescription Plan

The State Health Benefits Plan is based on a co-pay established by the carrier which includes contraceptives. The Board will provide the premium for Association members and eligible dependents. New Association members are eligible for coverage in accordance with provisions of the prescription program.

### C. Dental Coverage

The Board provides a full family co-insurance dental program with 100 percent coverage for

preventive and diagnostic care; 80 percent coverage for basic services including oral surgery, endodontic, periodontic and basic restorative benefits (amalgam, synthetic, porcelain and plastic restorations for treatment of carious lesions); and 50 percent coverage for major restorative (crowns, inlays and gold restorations) and prosthodontics (bridges, partial and complete dentures) benefits with a \$1,300 maximum per family member per year. A deductible amount of \$75 per employee and up to \$225 per family shall be applied, per calendar year, for dental care other than preventive and diagnostic services.

The selection of the insurance carrier is at the sole discretion of the Board. Coverage for new ACCCOSAP members is effective in accordance with guidelines established by the selected carrier.

D. Vision Care

A vision care program is available once every two years for ACCCOSAP members and eligible dependents. The following fee reimbursement is in effect with amounts up to:

Exam	\$50
Frames	\$50
Per lens	\$25
Per lens, bifocals	\$30
Per lens, trifocals	\$40
Per lens, lenticular	\$40
Per lens, cataract contacts	\$150
Per lens, contacts	\$50

Prescription/tinted sunglasses are eligible for reimbursement. Plain sunglasses are not covered.

E. Disability Insurance

The Board will provide \$50 per ACCCOSAP member per annum to fund a disability insurance program. A committee of the Chief Human Resources Officer, an ACCCOSAP member and a member from each of the bargaining units will agree on the plan(s) selected.

Article XI  
Miscellaneous

A. Copies of Agreement

Copies of this agreement shall be reproduced by the Board and sent to the ACCCOSAP membership.

B. Provisions Contrary to Law

If any provision or application of this agreement is found contrary to law, the provision or application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions or applications shall continue in full force and effect.

C. Ratification

This agreement is subject to ratification by ACCCOSAP members and the Board.

D. Savings Clause

All terms and conditions applicable to ACCCOSAP members as established by the rules, regulations and/or policies of the Board shall be applicable during the term of this agreement. Nothing shall be interpreted and/or applied to eliminate, reduce or detract from any ACCCOSAP benefit existing prior to its effective date. This agreement supersedes all previous Board or College policies on those matters.

E. Teaching Compensation

An ACCCOSAP member who teaches during non-work hours on an overload basis shall be compensated at the Instructor level if the member possesses a bachelor's degree; at the Assistant Professor level if the member possesses a master's degree; or at the Associate Professor level if the member possesses a doctorate.

ACCCOSAP members who enter the bargaining unit from the Education Association shall, for compensation purposes, retain the teaching rank they earned while a member of TLC.

The College reserves the right to reassign faculty and cancel or establish classes as necessary following the initial printing. Members should contact the appropriate Department Chair to verify the availability of sections.

F. Representation Fee

1. Under the authority of N.J.S.A.34:13A-5.4, each ACCCOSAP member shall be required, as a condition of employment, to become an ACCCOSAP member or begin and maintain representation payments equal to 85 percent of the total of regular ACCCOSAP membership dues, initiation fees and assessments. This provision shall apply beginning on the first day of the month following three months of employment.
2. Deductions shall be made only in accordance with the provisions of a Payroll Deduction Authorization form, with the provisions of this agreement. The Payroll Deduction Authorization form is in Appendix D of this agreement.
3. A properly executed copy of payroll deduction authorization for each ACCCOSAP member for whom dues or representation fee are to be deducted shall be delivered to the



payroll officer before payroll deductions are made. Deductions shall only be made under properly executed Payroll Deduction Authorization forms. If an ACCCOSAP member refuses to authorize the deduction for representation fee, ACCCOSAP shall notify the College in writing.

4. Deductions under all properly executed Payroll Deduction Authorization forms are effective when the application is given to the payroll office. Deductions begin from the first pay period after that date and each pay period thereafter if the ACCCOSAP member has sufficient net earnings to cover the payment.
5. If an ACCCOSAP member who is required to pay a representation fee terminates employment with the Board before ACCCOSAP has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid fee from the last paycheck of the ACCCOSAP member during the membership year in question.
6. ACCCOSAP agrees to indemnify and save Atlantic Cape Community College harmless against all claims, suits or other forms of liability arising from the deduction of money for dues or the representation fee or from compliance with any request for termination under this section.
7. The College will advise new ACCCOSAP members in writing of their obligation under this section.

G. Contract Closure

Association members not employed as membership-eligible Atlantic Cape employees before July 1, 2010, shall not be eligible for salary increases achieved in the first year of this agreement. ACCCOSAP members hired after February 15 of any year of the Agreement shall receive a pro-rated amount of the upcoming July 1 across-the-board increase.

H. Degree Incentive

ACCCOSAP members who have earned a doctoral degree from an accredited institution of higher education shall receive a one-time \$500 base salary increase. Members who have attained the degree prior to Board ratification of this Agreement shall receive the base salary increase at the time of Board ratification. The base salary increase shall not be retroactive to the date the member earned the degree. Newly hired ACCCOSAP members shall receive this base salary increase, if applicable, after six months of full-time service. An

ACCCOSAP member must submit copies of his/her diploma and transcripts before receiving this degree incentive.

I. Distance Education

ACCCOSAP members engaged in distance education shall be subject to the terms and

conditions found in the Education Association Article XVI (Copyright and Intellectual Property).

J. Professional License

ACCCOSAP members shall receive reimbursement for professional license renewal not to exceed \$150 per year. The license shall have a relevance to the member's full-time Atlantic Cape employment responsibilities. Such request shall require approval of the appropriate senior staff member.

Article XII  
Management Rights

1. The Board has the responsibility and authority to manage and direct all College operations and activities to the full extent authorized by law. The exercise of these powers, rights, duties, responsibilities and authority by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall only be limited to the specific and expressed terms of this agreement.
2. The Board reserves sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commission on Higher Education, to hire, assign, promote, transfer and direct ACCCOSAP members. The Board also reserves the right to take disciplinary action against ACCCOSAP members, up to and including discharge, for just cause. The Board directs school operations, and takes actions necessary to accomplish the College mission except as specifically provided by this agreement.

Article XIII  
Reduction in Force

A. ACCCOSAP Notification

If a general reduction in force is being considered, the Board shall notify and consult with ACCCOSAP and the ACCCOSAP members involved as soon as practical. Except in extreme emergency, notification should occur not less than 90 days before the reduction in force is to take place. The Board shall discuss with ACCCOSAP the reasons for a reduction of staff.

Article XIV  
Duration of Agreement

This agreement is in effect from July 1, 2010, through June 30, 2014, unless ACCCOSAP and the Board of Trustees mutually agree in writing to an extension.

For the Board:

For ACCCOSAP:

\_\_\_\_\_  
Chairperson,  
Board of Trustees

\_\_\_\_\_  
President, Atlantic Cape Community  
College Organization of Supervisory  
and Administrative Personnel

\_\_\_\_\_  
President,  
Atlantic Cape Community College

\_\_\_\_\_  
Chairperson, Organization of Supervisory and  
Administrative Personnel Negotiating Team

Date of BOT approval: October 6, 2011

Date of Ratification: September 19, 2011

**Appendix A**  
**Salary Ranges**  
July 1, 2010 – June 30, 2011

<u>Title</u>	<u>Pay Grade</u>	<u>Salary Range</u>
	13	\$55,778 – 80,878
Asst Director, Administrative Computing	14	\$58,714 – 85,135
Asst Director, College Recruitment		
Asst Director, EOF		
Asst Director, Financial Aid		
Asst Director, Student Development		
Asst Director, Student Support Services		
Asst Director, WACC and CMCC Student Services		
Asst Director, WACC Program Support Services		
Assoc Director, Budgets and Systems		
Assoc Director, Cash Reconciliation		
Director, Academic Program Effectiveness and Dual Enrollment		
Director, Adjunct Development and Faculty Admin Support		
Director, College Marketing		
Director, Community and Cultural Affairs		
Director, Institutional Planning and Assessment		
Director, Personal Computer Services		
Director, Purchasing and Storeroom Operations		
Bursar	15	\$63,412 – 91,948
Director, Admissions and Recruitment		
Director, Business Services		
Director, CMCC Administrative and Customer Service		
Director, Counseling and Support Services		
Director, Financial Aid		
Director, Health Professions Institute		
Director, Institute for Service Excellence		
Director, Instructional Technology		
Director, Student Development and Judicial Officer		
Director, WACC and CMCC Student Services		
Director, Testing		
Registrar		
Director, Administrative Computing	16	\$66,583 – 96,546
Director, Corporate Training and CCI		
Director, Extension Center Accounting		
Director, Telecommunications and Video Services		
Controller	17	\$69,913 – 101,373
Director, Major Gifts		

Effective July 1, 2010, ACCCOSAP members shall receive a 2.5 percent base salary increase. There shall be no red lining (adherence to the range maximum of salaries) through June 30, 2011.

**Appendix B**  
Salary Ranges  
July 1, 2011– June 30, 2012

Title	Pay Grade	Salary Range
Assistant Director, Admissions Assistant Director, Athletics Assistant Director, PC Services Assistant Director, Science Labs	13	\$57,033 – 82,698
Asst Director, Administrative Computing Asst Director, College Recruitment Asst Director, EOF Asst Director, Financial Aid Asst Director, Student Development Asst Director, Student Support Services Asst Director, WACC and CMCC Student Services Asst Director, WACC Program Support Services Assoc Director, Budgets and Systems Assoc Director, Cash Reconciliation Director, Academic Program Effectiveness and Dual Enrollment Director, Adjunct Development and Faculty Admin Support Director, College Marketing Director, Community and Cultural Affairs Director, Institutional Planning and Assessment Director, Personal Computer Services Director, Purchasing and Storeroom Operations	14	\$60,035 – 87,051
Bursar Director, Admissions and Recruitment Director, Business Services Director, CMCC Administrative and Customer Service Director, Counseling and Support Services Director, Financial Aid Director, Health Professions Institute Director, Institute for Service Excellence Director, Instructional Technology Director, Student Development and Judicial Officer Director, WACC and CMCC Student Services Director, Testing Registrar	15	\$64,838 – 94,016
Director, Administrative Computing Director, Corporate Training and CCI Director, Extension Center Accounting Director, Telecommunications and Video Services	16	\$68,081 – 98,718
Director, Major Gifts	17	\$71,486 – 103,653

Effective July 1, 2011, ACCCOSAP members shall receive a 2.25 percent base salary increase. There shall be no red lining (adherence to the range maximum of salaries) through June 30, 2012.

**Appendix C**  
**Salary Ranges**  
 July 1, 2012 – June 30, 2013

<u>Title</u>	<u>Pay Grade</u>	<u>Salary Range</u>
Assistant Director, Admissions Assistant Director, Athletics Assistant Director, PC Services Assistant Director, Science Labs	13	\$58,174 – 84,352
Asst Director, Administrative Computing Asst Director, College Recruitment Asst Director, EOF Asst Director, Financial Aid Asst Director, Student Development Asst Director, Student Support Services Asst Director, WACC and CMCC Student Services Asst Director, WACC Program Support Services Assoc Director, Budgets and Systems Assoc Director, Cash Reconciliation Director, Academic Program Effectiveness and Dual Enrollment Director, Adjunct Development and Faculty Admin Support Director, College Marketing Director, Community and Cultural Affairs Director, Institutional Planning and Assessment Director, Personal Computer Services Director, Purchasing and Storeroom Operations	14	\$61,236 – 88,792
Bursar Director, Admissions and Recruitment Director, Business Services Director, CMCC Administrative and Customer Service Director, Counseling and Support Services Director, Financial Aid Director, Health Professions Institute Director, Institute for Service Excellence Director, Instructional Technology Director, Student Development and Judicial Officer Director, WACC and CMCC Student Services Director, Testing Registrar	15	\$66,135 – 95,897
Director, Administrative Computing Director, Corporate Training and CCI Director, Extension Center Accounting Director, Telecommunications and Video Services	16	\$69,443 – 100,692
Director, Major Gifts	17	\$72,916 – 105,726

Effective July 1, 2012, ACCCOSAP members shall receive a 2.0 percent base salary increase. There shall be no red lining (adherence to the range maximum of salaries) through June 30, 2013.

**Appendix D**  
**Salary Ranges**  
 July 1, 2013 – June 30, 2014

<u>Title</u>	<u>Pay Grade</u>	<u>Salary Range</u>
Assistant Director, Admissions Assistant Director, Athletics Assistant Director, PC Services Assistant Director, Science Labs	13	\$59,337 - 86039
Asst Director, Administrative Computing Asst Director, College Recruitment Asst Director, EOF Asst Director, Financial Aid Asst Director, Student Development Asst Director, Student Support Services Asst Director, WACC and CMCC Student Services Asst Director, WACC Program Support Services Assoc Director, Budgets and Systems Assoc Director, Cash Reconciliation Director, Academic Program Effectiveness and Dual Enrollment Director, Adjunct Development and Faculty Admin Support Director, College Marketing Director, Community and Cultural Affairs Director, Institutional Planning and Assessment Director, Personal Computer Services Director, Purchasing and Storeroom Operations	14	\$62,461 – 90,568
Bursar Director, Admissions and Recruitment Director, Business Services Director, CMCC Administrative and Customer Service Director, Counseling and Support Services Director, Financial Aid Director, Health Professions Institute Director, Institute for Service Excellence Director, Instructional Technology Director, Student Development and Judicial Officer Director, WACC and CMCC Student Services Director, Testing Registrar	15	\$67,458 – 97,815
Director, Administrative Computing Director, Corporate Training and CCI Director, Extension Center Accounting Director, Telecommunications and Video Services	16	\$70,832 – 102,706
Director, Major Gifts	17	\$74,374 – 107,841

Effective July 1, 2013, ACCCOSAP members shall receive a 2.0 percent base salary increase. There shall be no red lining (adherence to the range maximum of salaries) through June 30, 2014.

Appendix E

Atlantic Cape Community College  
Payroll Deduction Authorization

I, \_\_\_\_\_, hereby authorize Atlantic Cape Community College to deduct from my earnings each biweekly payroll period the amount indicated and to remit this deduction to the appropriate organization.

Purpose of Deduction: \_\_\_\_\_ Dues      \_\_\_\_\_ Representation Fee

Organization: \_\_Education Association    \_\_ACCCOSAP    \_\_SSAACCC    \_\_ACAFA

Amount of Deduction: \$\_\_\_\_\_ (Under authority of NJSA 34:13A-5.4.)

The representation fee is equal to 85 percent of regular membership dues. Deduction becomes effective at the time application is tendered to the Payroll Office with deductions effective the first pay period after that date.

Dated \_\_\_\_\_ Employee's Signature \_\_\_\_\_



## **Sidebar**

(This section is not part of the negotiated Agreement)

The Board recognizes and appreciates the professional nature of ACCCOSAP-level employment. In the absence of formal compensable or “comp” time, the Board recognizes that ACCCOSAP members enjoy a reasonable measure of flexibility in duty scheduling.

It is further recognized that ACCCOSAP members often devote many hours in dedication to their respective duties. The Board remains grateful for such dedication and is supportive of the occasional necessity for flexible work scheduling for ACCCOSAP members.