9-0004

CONTRACT

FOR THE SCHOOL YEAR 1971 - 1972

BETWEEN THE

SECRETARIAL AND CLERICAL ASSOCIATION OF CAMDEN COUNTY COLLEGE

AND THE

CAMDEN COUNTY COLLEGE BOARD OF TRUSTEES

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The Board shall make available to the Association, upon its request, any and all information which the Association and the Board shall jointly deem to be relevant to negotiations considering the extent to which such material is readily available or is reasonably obtainable.

No recording devices shall be used at meetings between Board and Association. Notes of such meetings taken by either or both parties shall be exchanged between them. Any errors in such notes shall be corrected by mutual consent.

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences or meetings or in negotiation respecting the collective bargaining agreement, they shall suffer no loss in pay.

ARTICLE 2

Negotiations Procedure

- 1. No later than September 15 of the year preceding the termination of this Contract, the parties will agree to enter into collective negotiations over the successor agreement in accordance with the procedure set forth herein:
 - a. A good faith effort will be employed by each party in order to reach agreement on all matters raised by either party concerning the terms and conditions of employment.
 - b. In the spirit of good faith negotiation, each party will mutually pledge in writing that their representatives (negotiato: are clothed with all necessary power and authority to make and consider proposals, and to reach compromises in the course of negotiations subject to any other provisions of this Contract.

- c. Furthermore, the parties accordingly agree to cooperate in arranging meetings of mutual convenience inclusive of dates, frequency, starting time and duration of each meeting.
- 2. a. During negotiations, the Board or Board's representative and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. Both parties will endeavor to be constructive in their approach to negotiation at all times.
 - b. Such negotiations shall concern "salaries, wages, hours," and other conditions of employment.
- 3. This agreement or contract may be added to, deleted from or modified only through mutual consent of the parties in a written signed amendment to this Contract. Before the Board adopts a change in this Contract, it will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within seven (7) calendar days after receipt of said notice.
- 4. The provisions of this Contract will be incorporated into and be considered part of the established policies of the Board.
- 5. If any provision of this Contract or any application of the Contract to any Secretary or Clerk or group of Secretaries or Clerks shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

6. Mimeographed copies of this Contract will be mimeographed at the expense of the Board and given to all members of the Association now employed or hereafter employed by the Board within two weeks after its execution or upon commencement of employment if that occurs later.

ARTICLE 3

Association Rights

- A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New Jersey, the Board hereby agrees that Association members shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation over grievances, terms and conditions of employment activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any Association member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times. Reasonable time shall be defined as that period which does not interfere with the operation of the College or the performance of their regular duties.

- C. The Association shall have the right to use college facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment at all reasonable times when such equipment is not otherwise in use. Payments shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damages to any equipment used for said purposes.
- D. The Association shall have the right to post notices of its activities and matters of the Association. The Association may use the college mail service and College mail boxes for communication to Association members.
- E. Association members shall be entitled to full rights of citizenship and no religious or political activities of any Association member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such member. The private and personal life of any Association member is not within the appropriate concern or attention of the Board.
- F. The provision 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 with regard to race, creed, religion, color, national origin, age sex, and marital status.

ARTICLE 4

Conditions of Employment

A. Office Hours

- 1. Offices during basic school year (Sept. 1 to June 30) shall be open 5 days per week (Mon. to Fri.) 8:30 to 4:30 (1 hr. for lunch).
- 2. Offices during summer months (July 1 to Aug 31) shall be open 8:30 to 4:00 (1 hour for lunch).
- 3. A member of the Association may be allowed time during the period from Xmas to New Years when granted such approval by her immediate supervisor. Said time will be deducted from her salary on a daily pro-rated basis for the days used.
- 4. Every employee is cutitled to a 10 minute break in the morning and 10 minute break in the afternoon.

B. Transfer

1. Notice of any vacancy must be posted on the main bulletin board in the Sccretaries' Dining Room at least ten days prior to its publication elsewhere.

C. College Closings

- If roads and/or weather conditions are decmed unsafe for travel by students and faculty and classes therefore cancelled, this same policy shall apply to offices staffed by Association members.
- 2. When conditions at the college arc such that personal safety and personal property are in doubt, Association members shall notify their immediate supervisor or any administrator available at the time. At that point the President or his representative will determine the extent

6. When a dispute arises involving an Association member or members it shall be referred to the Dean of Administration for an impartial hearing. Such a hearing shall be held without prejudice and with the understanding that if the dispute is not settled at this point that it may then proceed to the grievance procedure.

E. Field Trips

1. The College shall provide travel accident liability insurance in the amount of \$100,000./\$300,000. whenever an Association member is requested to drive in a college owned vehicle.

F. Personnel Files

Administrators shall be encouraged to place in the personnel file of each Association member information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional, or civic nature.

Any such materials received from outside competent, responsible sources shall also be included in the file.

No materials shall be placed in the Association member's personnel file until the member has been given the opportunity to read the contents and attach any comments she may so desire. Each such document must be initialed by the Association member before being placed in her file as evidence of her having read such document. This initialing shall not be deemed to constitute approval by the member of the contents of such document. If the member refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document. Any anonymous material placed in a member's file prior to the execution of this Agreement shall at

such member's request be removed therefrom and in any event shall be given no weight or consideration for any purpose whatever.

An Association member shall be permitted conveniently to reproduce letters of recommendation in her file at her own cost.

A duly appointed representative of the Association may, at the member's request, accompany said person when she reviews her file.

G. Evaluation

Effective evaluation of the Association members is designed to improve performance of duty and to supply the College with a rational standard for judging the competencies of the member during both their probationary period and their term of employment.

The evaluation of the member is to be done by her immediate supervisor.

In rating of permanent and probationary employees, each Supervisor is requested to present to the President of the College, prior to March 1st, a check-list or evaluation report for each employee under his jurisdiction. The report shall be discussed with the employee and must carry the signature of both the evaluator and the employee.

Probationary employees shall have their evaluation done in the same manner before the completion of their probationary employment.

Broad areas to be evaluated:

- a. Knowledge of area of specialty
- b. Performance of assigned duties
- c. Personal suitability
- d. Fullfillment of obligation
- e. Ethical conduct.

Each of the five broad areas will be divided into more specific sub-topics for check-list evaluation purposes.

If the performance of the employee, probationary or permanent, is less than satisfactory, descriptive reports explaining in detail the areas of weakness.

Appeals of an individual's evaluation by a supervisor may be made directly to the President.

ARTICLE 5

Association Benefits

A. Paid Leaves of Absence

1. Annual Vacation

Association members shall receive two weeks with pay after a full year of service. Part-time employees and those Association members completing less than a full year of service will have their vacation time pro-rated. After five full years of service the Association member shall be entitled to three weeks of vacation time with pay. After ten full years of service the Association member shall be entitled to four weeks vacation time with pay.

It is understood that vacation time will be used within any two year period. Vacation time should be taken so that it is mutually satisfactory with your immediate supervisor.

2. Sick Leave

A. Association members shall receive one (1) day per month or twelve (12) days per year. Sick leave may accumulate for a total of 150 days retroactive to date of initial employment including probationary period.

B. The use of sick leave is subject to medical verification if requested by the immediate supervisor.

C. Part-time employees will have their sick leave pro-rated according to the time spent on the job.

D. Sick leave will be allocated from the time of employment for those starting other than at the start of the College school year.

3. Family Illness

All full time Association members are entitled to be absent from work because of presence of serious illness or contagious disease in the family. Such time is to be charged against her sick leave.

4. Bereavement

- A. Leave with pay, not to exceed five (5) days will be allowed for each death in the immediate family. Family shall mean father, mother, siblings, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law.
- B. In the event of the death of a family member other than those previously listed, an Association member must be entitled to one full day to attend the funeral.

5. Personal Leave

Leave not to exceed three days per year may be permitted at the discretion of the President of the College for matters which cannot be cared for in other ways. Such requests shall be made in writing.

B. Unpaid Leaves of Absence

- A. Unpaid leaves of absence (family illness, sick leave or maternity leave) requests will be submitted in writing to the President of the College. The President will then submit it to the Board of Trustees for their approval. Immediately following the Board of Trustees meeting when such a request is presented the Association member will be notified of the decision. If such a leave is granted by the Board of Trustees the Association member upon return to her former position will be placed in the same classification and position on the salary guide as when she left.
- B. Association members are to be granted tuition free entrance for credit or audit to any course offered by the College. Association dependents (including husband, wife and children) are to be granted one-half (1/2) in-county rate entrance to courses for credit or may audit any courses offered by the College.
- C. Association members may be granted permission to attend conventions related to their work at the discretion of the President. Such requests are to be submitted in writing. Every effort will be made to inform the Association member of the status of her request prior to her attendance at said convention.
- D. There are to be twelve (12) paid holidays per year as follows: July 4th, Labor Day, Veteran's Day, 2-Thanksgiving, 2-Christmas, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday and Memorial Day.
- E. The Board shall provide, without cost to the Association member, full family health care insurance benefits including Rider J and major medical for the full twelve month period.

The Board agrees that if an Association member dies, his/her surviving spouse and eligible children shall be permitted to remain in the group for twelve months after the death of the employee without after the death of the employee without after the death of the employee without th

ARTICLE 5

Personal Injury Benefits

All employees are covered by Workmen's compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the employee shall immediately notify the immediate supervisor so that the proper forms may be executed by the school authorities and attending physician.

The disposition of any special conditions resulting from such an accident should be presented to the President for his consideration.

ARTICLE 7

Grievance Procedure

- 1. Intent It is the expressed intent of the Board of Trustees of the Camden County College to provide a means for the orderly settlement of the grievances as hereinafter defined in a fair and equitable manner.
 - 2. Definitions:
- A. Grievance A "grievance" for the purpose of this contract shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Camden County College which relate to, or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervisors of employees.
- B. Immediate Supervisor. The employee's immediate supervisor is understood to be the individual having line responsibility and to whom the employee directly reports.

- C. President The President of the College.
- D. Representation A representative shall mean the person or persons designated by the aggrieved employee to act in his behalf.

3. Procedure

Step 1: Any employee having a grievance or any one designated member of a group having a grievance may discuss his complaint orally and informally with his immediate supervisor. The employee if he so desires, may be represented at this meeting and all subsequent meetings by an individual of his own choosing. The immediate supervisor shall render a decision to the employee within five (5) working days of the date the complaint was first orally discussed with him by the employee.

Step 2: If the complaint is not resolved in the manner set forth, the employee shall, within five (5) working days, reduce his complaint to writing, sign the complaint, and formally request that the matter be reviewed by the Dean of Administration, who shall meet with the parties within five (5) working days of the date of the written appeal and shall attempt to arrive at an equitable solution. No written appeal shall be honored at any step of the procedure if it does not contain the written answer of the supervisor in the previous step. The President to whom the request for review has been directed shall render his written decision within seven (7) working days of the date of the meeting described above.

Step 3. In the event a satisfactory settlement is not reached in a review by the President or his representative, the employee may, within seven(7) working days, formally request the matter be reviewed by the Board of Trustees or their designated representative who shall meet with the employee, his representative, the President

and the supervisor involved. The Board of Trustees shall render a written decision within seven (7) working days of the date of the meeting noted above. In matters coming within the scope of this procedure, the decision of the Board will be final.

ARTICLE 8

Contracts and Dismissals

- A. Contracts:
- 1. A letter stipulating title and salary shall be issued by March 15. When the Board does not intend to reappoint an Association member, notice of non-reappointment shall be given in writing no later than March 1st.
 - B. Termination:
- l. Association members shall give a two week notice of their desire for termination of employment. The same two week period will apply to the employer if there is just cause as stated in Article 8, point C to terminate the employment of an Association member. Due vacation time shall be paid at the time of termination. For those employed less than a full year, such payment shall be pro-rated on months of employment not to exceed 1 day per month up to a limit of 10 days.
- 2. If an Association member's position is to be terminated or altered, particularly as it relates to a lack of college funds a conference will be scheduled with the President of the Association, the member/or members involved, the President or his representative to evolve a mutually satisfactory solution to the problem.

- C. Discharge Procedure
- 1. The only cause of termination of an Association member is inefficiency, incapacity, conduct unbecoming an Association member. If such a situation arises, the Association member is to be notified in person of the complaint against her and be given the opportunity to see if a solution to the problem can be reached to the mutual satisfaction of all concerned. If it is not resolved to the satisfaction of both concerned parties and the condition persists, it may be cause for termination.

ARTICLE 9

Compensation

Overtime

Any time worked over the prescribed work day should be compensated by a flat rate of \$4.00 per hour.

ARTICLE 10

Miscellaneous

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all Association members now employed or hereafter employed by the Board for the duration of this Agreement. The copies should be distributed on the first working day of the new member.
- B. Except as this agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this agreement as established and inforce on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefits existing prior to the effective date of this agreement.

C. This Agreement shall be subject to ratification by the members of the Association and by the members of the Board of Trustees.

ARTICLE 11

Duration of Agreement

This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Trustees	Association
By The Colm Chairman	By Chairman Negotiating Committee
By March Synl	Negotiating Committee Member
NOTARY FUBLIC OF NEW JERSET My Commission Expires Nov. 25, 1973	By athyn L. Houlley Negotiating Committee Member
	By Janet M. Mosshucker Negotiating Committee Member
	L Sh.

Appendix I

SALARY SCHEDULE & SALARY POLICY

- 1. Classifications
- Class A Secretaries to Deans, Purchasing S cretary
- Class B Administrative Secretaries, Faculty Secretaries, Library Secretaries and Bookkeepers
- Class C Clerk-typists, Switchboard Operators, Machine Room Operators and Mail Clerk
- 2. \$450.00 across the board increase.
- 3. The Board of Trustees upon the written recommendation of the Association member's immediate supervisor to the CollegePresident, may grant special recognition to any Association member. Said Association member may upon recommendation of the President to the Board of Trustees receive a special additional salary adjustment in an amount not more than 5% of his base salary.