



**AGREEMENT**

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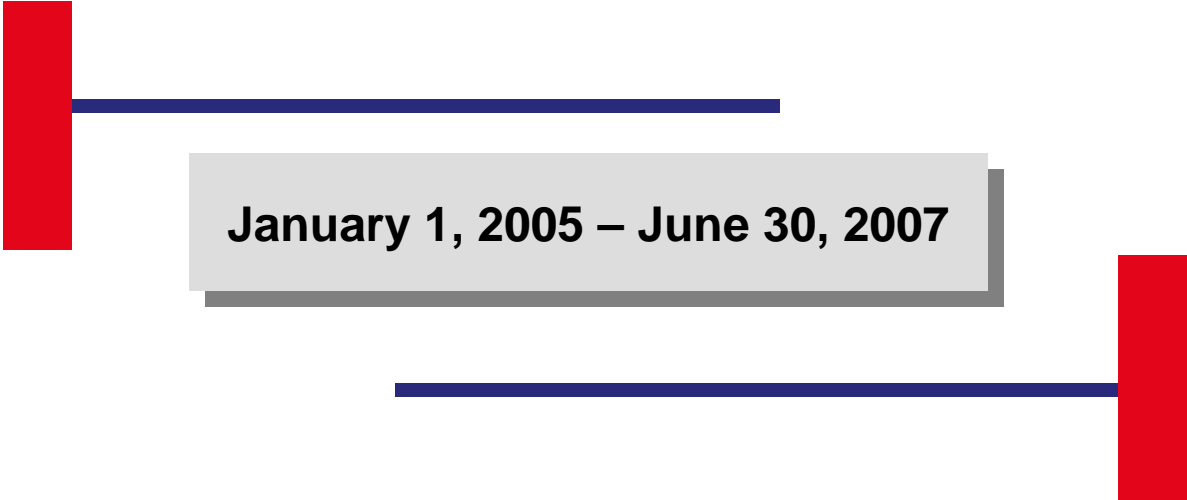
**BOARD OF TRUSTEES**

of

**CAMDEN COUNTY COLLEGE**

and

**ASSOCIATION OF ADMINISTRATIVE PERSONNEL**



**January 1, 2005 – June 30, 2007**

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## **AGREEMENT BETWEEN**

The Board of Trustees of Camden County College operating under provision of Public Laws of 1968, Chapter 303 of the State of New Jersey as amended by Chapter 123, Public Laws of 1974 of the State of New Jersey,

### **AND**

The Association of Administrative Personnel of Camden County College.

This Agreement entered into by and between the Camden County College, hereinafter called the Board, and the Camden County College Administrative Personnel Association, hereinafter called the Association.

### **WITNESSETH:**

Whereas, the Board and the Association recognize and declare that providing quality higher education for the students of this College is their mutual aim and that the character of such education depends upon the quality and morale of the College administration; and,

Whereas, the members of the Association are particularly qualified to assist in the development of policies in the areas of their competence for the purpose of making recommendations to the Board of Trustees through the Office of the President; and,

Whereas, the Board has a statutory obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the Representative of the College administration; and,

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Association of Administrative Personnel of Camden County College as the exclusive negotiating representative as defined in New Jersey Public Law of 1974, Chapter 123, for full-time administrative positions employed by the Board. The Camden County College Administrative Association Unit is comprised of all full-time professional employees employed by the Board of Trustees in administrative and technical positions. A list of these employees is included in Article 12 of this Agreement - Compensation.
- B. Any other position with comparable job responsibilities created during the life of the contract will be added to the bargaining unit contingent upon the mutual agreement of the College and the Association.
- C. The Board agrees not to negotiate with any unit member or with any organization representing same other than the Association for the duration of the Agreement.
- D. New and Non-Members of the Association
1. The Office of Human Resources and Labor Relations will promptly notify the President of the Association and the Membership Chairperson of all new hires, transfers and terminations within the unit.
  2. The Human Resources Office will distribute a contract, including an introductory letter from the Association President, to all new hires.
  3. Credit for previous military service shall be computed in accordance with N.J.S.A. 18A:29-11.
- E. Agency Shop Provision for Non-Members
- Upon written notification from the Association President, the College will deduct from non-association employee(s) represented by this bargaining unit, a representation fee to be determined annually.
- It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of the Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
- The Association Treasurer will determine the amount of the dues to be paid by payroll deduction. The Association 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.
- F. All references to Association members shall apply to all members of the bargaining unit.

## ARTICLE 2 - ASSOCIATION AND RIGHTS

- A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that Unit members shall have the right 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 in the enjoyment of any rights conferred by the Act or other laws of New Jersey or the Constitutions of New Jersey and of the United States, that it will not discriminate against any Unit member with respect to hours, wages or any terms or conditions of employment by reason of his membership in the 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. Nothing contained herein shall be construed to deny or restrict to any Unit member, rights he may have under the General School laws of the State of New Jersey, or other applicable laws and regulations. The rights granted to Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. 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.
- D. The Association shall have the right to use College facilities and office equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. Payments shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damages to any equipment used for said purposes. College secretaries shall not be used for Association business during the normal working hours.
- E. The Association shall have the right to post notices of its activities and related matters of the Association. The Association may use the College mail service and College mail boxes for communications to its membership.
- F. Unit members shall be entitled to full rights of citizenship and no religious or political activities of any 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, excluding a conviction for the commission of a felony, is not within the appropriate concern or attention of the Board.
- G. 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 with regard to race, creed, religion, color, national origin, age, sex or marital status.

- H. The President of the College shall meet once a month with the President or his designee of the Association to discuss and review matters of common concern.
- I. The Association members retain a shared responsibility for the governance of the College together with the Trustees, President, Faculty and students.

## ARTICLE 3 - CONDITIONS OF EMPLOYMENT

### A. *Employment*

Unit members are responsible for the completion of all tasks assigned to them and are evaluated accordingly. While the normal work hours are 8:30 a.m. to 4:30 p.m. with one (1) hour for lunch and the normal work week is thirty-five (35) hours. (The College will observe a four (4) day work week for no fewer than ten (10) weeks during the summer. Employees shall work eight-and-one-half (8.5) hours per day, thirty-four (34) hours each work week, generally 8:00 a.m. to 5:00 p.m. with a thirty-minute lunch. During the four (4) day work week, employees may elect to lengthen their work day in order to have a forty-five (45) minute or sixty (60) minute lunch with supervisory approval. Employees who were hired contingent on working five days during the summer shall continue to do so.) It is recognized that Unit members are required to perform services that may be beyond that which would normally be accomplished within the usual work week. Within the context of a five-day work week and a seven-hour work day, professional staff may, with the approval of the appropriate Dean, adopt flexible work hours.

As deemed necessary by the College President, administrative staff may be assigned starting and ending hours that vary from 8:30 a.m. to 4:30 p.m., but such hours shall not regularly exceed seven per day and thirty-five per week, excluding a daily lunch period of one (1) hour. Employees shall receive at least thirty (30) calendar days notice of any change in their working hours, unless the employee and the supervisor agree to less notice. If more than one person occupies the identical position, and fewer than all incumbents are needed to work the modified shift hours, the College will ask for volunteers before making an involuntary assignment. The final assignment to such positions is the prerogative of the President. If the change is greater than two (2) hours before or after the regular work day hours, the Association can negotiate additional compensation for affected employees.

Unit members who are defined as non-exempt in accordance with the federal Fair Labor Standards Act, shall earn payment or compensatory time on an hour for one and one-half hour basis for hours worked beyond 35 hours per week, provided their supervisor authorized such overtime. Such payment will be in time or money as mutually agreed upon by the employee and their supervisor. Compensatory time must be used within ninety (90) days from the date it was earned.

Exempt employees who are required to work significantly more than 35 hours per week during events such as registration may accrue compensatory time on an hour for hour basis up to a maximum of 70 hours per fiscal year. Within the context of a professional relationship, supervisors shall permit employees who work occasional overtime to have greater flexibility in arranging their daily work schedule.

Approval for use of compensatory time will be at a time mutually convenient for the unit member and the immediate supervisor.



College employees who work for an externally funded program which deals with or directly serves county and/or Social Service Agencies and whose work day schedule differs from that of the College will be bound by the work day schedule of the County or Social Service Agency they serve.

Association members will disclose to their immediate supervisor any offers of additional employment including employment at Camden County College, prior to the employee's acceptance of such additional employment. Providing the proposed employment is not a conflict of interest, the Association member retains the option to accept or reject the employment offer.

B. *Overload*

Qualified Association members whose background and experience, as determined by the Dean of the Academic Discipline, and the President of the College, qualify them for teaching at the junior college level shall be given consideration for overload teaching. Such qualifications necessary to teach the course will be stated in writing, and will be available to Association members upon request from the appropriate Dean's office. The application to teach an overload during normal working hours must include the written approval of the immediate supervisor. Overload positions shall be assigned by the Dean of the Academic Discipline/Program subject to the approval of the College President. No Association member shall be assigned more than one (1) overload per semester. An Association member may agree to accept a maximum of two (2) overloads of three (3) credits each, or two (2) overloads of four (4) credits each, or three (3) overloads of two (2) credits each, per semester. The entire summer period is defined as one semester. Voluntary overloads shall be at the discretion of the College and payment shall be at the prevailing rate for the Faculty Association.

C. *Attendance at College Functions*

Association members attending College functions for which academic attire is required shall have said attire furnished by the College at no charge. Attendance at Commencement is encouraged. Association members may be excused from attendance at Commencement with the approval of the appropriate Dean.

D. *Transfer*

1. Off-campus assignments shall be mutually agreed upon by the Association member involved and the President.
2. Association members who wish to enter the teaching faculty on a full-time basis, shall be permitted to do so upon written request, if qualified, and vacancies exist. Faculty rank and salary shall be according to the provisions of the faculty contract in effect at that time.

E. *College Closings*

If roads and/or weather conditions are deemed unsafe by the Administration and classes are cancelled, or if the College is closed for any other reason, Association members who staff administrative and academic offices will not be required to report for work that day. Further, any Association member on vacation for any such day will not be charged vacation for any such day. College employees who work for an externally funded program which deals with or directly serves County and/or Social Service Agencies and whose inclement weather work day schedule differs from that of the College will be bound by the inclement weather work day schedule of the County or Social Service Agency they serve.

F. *Field Trips*

1. Association members will be reimbursed for mileage and other appropriate expenses as per College policy.
2. The College will pay the deductible for damage to an employee's vehicle due to an accident while the employee was driving on College business. The employee must make an insurance claim with his or her company and present to the College all insurance claim forms and supporting documentation. The maximum College payment will be \$500.00 per insurance claim. Commuting to and from the College is not covered by this paragraph of the agreement.

G. *Job Reclassifications*

1. If an administrative employee's duties and responsibilities are changed so that he/she assumes additional charges not specified in the original job description for a period exceeding ninety (90) days, said employee may be eligible for job reclassification. Criteria that may be utilized in determining reclassification include, but are not limited to:
  - a. Additional number of employees supervised.
  - b. Additional budget responsibilities.
  - c. Additional duties not in the original job description.
2. Procedure  
If an administrative employee determines that additional duties and responsibilities have been assigned, he/she may request a reclassification by putting into writing such request to:
  - a. The immediate supervisor, who sends the request with his/her recommendation to
  - b. The appropriate Dean, who sends the request with his/her recommendation to
  - c. The appropriate Vice President who sends the request with his/her recommendation to the College President.

3. The College will respond as to the disposition of the re-classification request in writing within a forty-five (45) day period after the request has been initiated.
4. Upon reclassification, an employee's salary will be adjusted accordingly.
5. The President of the Association will be notified by the Office of Human Resources and Labor Relations of reclassifications.

H. *Vacancies*

Whenever full or part-time administrative or supervisory or technical openings or vacancies occur during the year in the College administration, notice of such position(s) shall be posted and distributed to all Association members to provide appropriate and reasonable opportunity to apply for the position(s). Such posting notice shall include the deadline date for application. Understanding that current Association members will not be given preference in the hiring process, qualified Association members applying for said vacancies will be granted an interview.

Upon request to the Office of Human Resources and Labor Relations, prospective applicants shall be given a copy of the job description which will include responsibilities, qualifications and salary range. Vacancies must be posted ten (10) days in-house before advertising outside the College. Written notification of the final disposition will be provided within five (5) working days after Board action for in-house Association applicants.

I. *New Positions*

The College shall notify the Association of any new positions created during the term of this contract that will be added to the bargaining unit.

A position description shall be forwarded to the President of the Association.

The Association will be consulted regarding the salary range assigned to the new position.

The salary range assignment shall be subject to negotiations in the next round of negotiations.

The new position description and salary range must be determined before assigning personnel, acting or permanent, to the new position.

New positions shall be posted in accordance with the procedures for "vacancies".

J. *Acting Positions*

No Association member shall be required to serve in an acting position for a period longer than six (6) months. After six (6) months acting positions must be posted and formal hiring procedures followed.

K. *Sexual/Racial Harassment*

Any employee who engages in any form of conduct or activity (sexual/racial 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 including arbitration.

L. *Reduction in Force*

Subject to the sole approval of the College President and for the purpose of retention of employment in the event of a reduction in size of the Association, the affected person may exercise his seniority by displacing the most junior person in a department(s), field(s), or classification for which the senior person is qualified. The salary for the Association member in his/her new position will be negotiable.

Association members hired on or after July 1, 1994 who are paid in whole or in part through grant funds at the time of hire shall have no right to bump into a position paid through regular College funds. Employees hired on regular College funds who are transferred, voluntarily or involuntarily, to grant-funded programs shall continue to accrue seniority as if they had remained in a position funded by regular College funds. If employees initially hired under grant funds are transferred, voluntarily or involuntarily, to programs funded by regular College funds, they shall have seniority thereafter from the initial date of transfer.

Except as otherwise provided, unit members employed in the GED grant program shall have the right to displace less senior employees within the GED work group only, and shall have no right to displace any other College employee. Association members that subsequently transfer, voluntarily or involuntarily, to the GED program, shall retain the right to displace other College employees not in the GED work group.

M. *Support Staff Selection*

Applicants for supportive staff positions will be interviewed by the immediate supervisor in advance of the official appointments. The basic purpose of the interview will be to provide the immediate supervisor with an opportunity to delineate the specific job responsibilities and expectations that the applicant will have to satisfy.

It will be the responsibility of the immediate supervisor to complete a performance appraisal form at the end of the probationary period and forward same to the Human Resources Office. Further, the supervisor will provide the candidate with a photocopy of the appraisal form at the time it is completed.

## ARTICLE 4 -ADMINISTRATIVE BENEFITS

### A. *Paid Leaves of Absence*

#### 1. *Annual Vacation*

- a. Association members shall earn twenty-three (23) days of paid vacation (1.9167 days/13.4167 hours per month of service) per fiscal year. Association members after ten (10) or more years service at the College shall earn twenty six (26) days paid vacation (2.1667 days/15.1667 hours per month of service) per fiscal year. Association members who were hired before January 1, 2005, working less than twelve months per year, shall earn paid vacation days as if they had worked twelve months per year.
- b. Association members hired on or after July 1, 1994 shall earn 14 days of paid vacation (1.1667 days/8.1667 hours per month of service) per fiscal year. After five (5) years of employment, such Association members shall earn twenty (20) days paid vacation (1.6667 days/11.6667 hours per month of service) per fiscal year. After ten (10) years, such Association members shall earn twenty-three (23) days of paid vacation (1.9167 days/13.4167 hours per month of service) per fiscal year. After fifteen (15) years employment, such Association members shall earn twenty-six (26) days of paid vacation (2.1667 days/15.1667 hours per month of service) per fiscal year. Association members who were hired before January 1, 2005, working less than twelve months per year, shall earn paid vacation days as if they had worked twelve months per year.
- c. An Association member may use his/her earned vacation time during the contract year in which the vacation time was earned or he/she has the option to use his/her vacation time in total or in part in the succeeding year with the understanding of the immediate supervisor and the College President.
- d. If necessary, Association members may have the period from July 1 to October 31, to use any earned vacation time that was not used prior to the end of the fiscal year, on June 30. However, after October 31, an Association member will only be able to carry one (1) year of accumulated vacation time forward into the new contract year. Under extraordinary circumstances and with the sole approval of the immediate supervisor, an extension in the period of time within which the days are to be utilized may be granted.
- e. Upon request, Association members may be granted additional vacation days without pay with the approval of the President or the Office of Human Resources and Labor Relations.

- f. Individuals are entitled to accrued vacation leave or payment for same upon termination of employment.
- g. No later than July 15th of each year, each Association member shall be given an accounting of the number of vacation hours he/she shall have available for use. An Association member in danger of losing vacation time will be notified no later than September 1st.

2. *Sick Leave*

- a. Sick leave is occasioned by the absence of an individual from duty, because of illness, non-work related accident or exposure to contagious disease and is recorded from the first day of absence. Short-term sick leave may be utilized to tend to an illness within the employee's household with a limit of five (5) consecutive days per occurrence

The College may require an employee who has been absent because of personal illness for five (5) consecutive days or a continuing pattern of absenteeism, as a condition of his/her return to duty, to be examined at the expense of the College by a physician designated by the College. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health and safety of other employees.

- b. Sick leave shall be earned at the rate of one (1) day for each full calendar month of employment (generally twelve (12) days per contract year). Sick leave shall be cumulative. Upon retirement from the service of Camden County College, or after twenty (20) years service for employees who resign or terminate in good standing as confirmed by the New Jersey Public Employee Retirement System or the Alternate Benefit Program, an Association member shall receive a lump sum payment equal to \$80.00 per day up to a maximum of 50% of unused accumulated sick days with the provision that:

- (1) The Association member has been employed continuously by the College (including periods of approved leave of absence) for a period of fifteen (15) complete years or more, and
- (2) The Association 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 year to allow for budgeting.

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

- c. The College has the authority and discretion to negotiate separation packages with individual Administrative unit members which are better than the terms of the negotiated agreement. Individual employees may initiate such negotiations.

3. *Bereavement*

- a. Leave not to exceed five (5) days will be allowed for each death in the immediate family. Family shall mean: father, mother, mother-in-law, father-in-law, siblings, wife, husband, children, stepchildren, grandchildren, grandmother, grandfather, and non-family members of the immediate household.
- b. In the event of the death of a member of a family other than those previously listed, an Association member may be entitled to one (1) full day to attend the funeral.

4. *Family Illness*

In case of serious illness of a member of the employee's household, determination of eligibility for leave with pay shall be left to the discretion of the President. Additionally, the College will comply with the provisions that are embodied in the Family Leave Act.

5. *Personal Leave*

Employees will be granted personal leave with pay not to exceed three (3) days per year, for matters which cannot be cared for in other ways, subject to the approval of the immediate supervisor. The employee requesting personal leave will give at least twenty-four (24) hours advance notification to his/her immediate supervisor. Personal leave days which are not used shall at the end of the year be added to the individual's number of accumulated sick days.

Probationary employees shall be granted Personal Leave on a pro-rated basis as follows:

<u>Date of Hire</u>	<u>Personal Days</u>
July 1 - October 31	1 day
November 1 - February 28	1 day
March 1 - June 30	1 day

6. *Holidays*

The members of the Association shall be excused from work with pay on those days set as College-wide holidays.

The College agrees to pay each eligible employee 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) The College will designate the period between December 26 and December 30 as a holiday recess.

College employees who work for an externally funded program which deals with or directly serves County and/or Social Service Agencies and whose holiday schedule differs from that of the College will be bound by the holiday schedule of the County or Social Service Agency they serve.

7. *Jury Duty*

If an Administrator is required to perform jury duty, he/she will be granted leave with pay. All per diem compensation received from the State or County will be returned to Camden County College.

B. *Unpaid Leaves of Absence*

1. *Professional Leave*

A leave of absence of one (1) year may be granted by the Board of Trustees to any Association member upon formal application for the purpose of advanced study if in the opinion of the Board such study shall benefit the College as well as the individual. The Board may extend such leave beyond the one (1) year limit. Upon return from such leave, an Association member shall be placed at the same position on the salary schedule on which he/she would have been placed had he/she worked in the College during such period.

2. *Exchange Teaching and Administrative Service*

A leave of absence for one (1) year may be granted to any Association member by the Board of Trustees upon application for the purpose of participating in exchange teaching programs or administrative programs in other states, territories or countries, or a cultural program related to his professional responsibilities if, in the opinion of the Board, such experience shall benefit the College as well as the individual. The Board may extend such leave beyond the one (1) year period. Upon return from such leave, an Association member shall be placed at the same position on the salary schedule on which he/she would have been had he/she served in the College during such period.

3. *Service in Professional Organizations*

A leave of absence of up to one (1) year may be granted to any Association member by the Board of Trustees upon application for the purpose of serving as an officer of any professional association or on its staff, if in the opinion of the Board such service shall benefit the College as well as the individual. The Board may extend such leave beyond the one (1) year limit. Upon return from such leave, such Association members shall be placed at the same position on the

salary schedule on which they would have been had they served in the College during such period.

4. *Child-Rearing Leave*

- a. The Board shall grant childrearing leave of absence to a maximum of one (1) year without pay to any Association member upon request in accord with the following provisions:
  - (1) Within sixty (60) days of medical confirmation of pregnancy or adoption, the Association member shall notify the Board of the anticipated date of birth or adoption of the child of the Association member or the Association member's spouse or domestic partner's child.
  - (2) The Association member shall be allowed to continue normal working activity as long as she is physically able to do so. If the Board believes that her working performance has noticeably declined because of her physical condition or capacity, the Board may remove the Association member from her duties if:
    - (a) The Association member cannot produce a certification from her physician stating she is medically able to continue performing her duties, or
    - (b) the Board's Chief Medical Officer and the Association member's physician agree that she cannot continue performing her duties, or
    - (c) if following a difference of medical opinion between the Board's Chief Medical Officer and the Association member's physician, the Board may request expert consultation in which case the two physicians shall agree in good faith on a third impartial physician who shall examine the Association member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.
- b. The request for such leave shall include the date when such leave will be expected to conclude. The leave granted will conclude on that date unless in the discretion of the Board an additional reasonable period of time is granted upon the Association member's request for reasons associated with the pregnancy or birth or for other proper cause.
- c. In the case of termination of pregnancy for any reason other than normal birth, the Association member shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the Association member's physician of physical fitness to perform her duties.

- d. Upon request, the Board may extend the leave granted beyond the date originally requested.

5. *Admission to Courses*

Association 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 Association members and eligible dependents. Dependents shall be those defined by the Internal Revenue Service, the Association member's domestic partner and dependent children. Members of the Association, domestic partner, and eligible dependents may enroll in credit courses without payment of tuition and general service fees. Additionally, Association members may enroll in non-credit courses on a space available basis without 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. This is applicable to non-credit courses.

6. *Tuition Reimbursement*

Upon successful completion ("C" or better) of a course, Association 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 Association member is attending, whichever is the greater amount. The employee can be reimbursed for a maximum of eighteen (18) 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 and seminars. Reimbursement for "Dissertation Guidance" shall be limited to three (3) semesters.

The College will reimburse Association members for the Transfer Credit Evaluation Fee, the Annual Enrollment Fee and Tuition Fees assessed by Edison State College.

Approval by the College President or designee is to be secured in advance. The courses must be in an accredited program in higher education and be related to the individual's work function at the College. Payment will be made on exhibition of receipt of payment for the course(s) and the official grade(s). Employees receiving tuition reimbursement are obligated to continue to work at the College for twenty-four (24) months following receipt of the tuition reimbursement. If the employee fails to continue to work for twenty-four (24) months after receiving the reimbursement, the employee must repay the College for the amount of the tuition reimbursement.

7. *Professional Improvement and Membership*

- a. Association members shall be permitted to attend at least one (1) annual meeting or convention of their particular area and all state and regional meetings of relative consequence. The Board shall reimburse the Association member for all appropriate expenses incurred as a result of these meetings. The President shall be the final determiner of the suitability of such attendance and reimbursement following initial approval by the Association member's supervisor.
- b. Any office represented by a member of this Association may apply to the Board of Trustees through the Office of the College President for payment of institutional membership in professional organizations relating specifically to that office making said request. The determination of appropriate organizations shall be made jointly in each instance by the requester, his immediate supervisor, and the College President. Professional magazines other than those included in institutional memberships as described above shall be secured through the Office of the Library Director. The appropriateness of the magazines and the number of magazines per office shall be determined jointly by the Library Director, the requester, the requester's immediate supervisor and the College President.

8. *Sabbatical Leave*

The Board will establish a Sabbatical Leave to furnish Association members with an opportunity for professional development through study, research, and/or other pursuits as may contribute to professional growth. A Sabbatical Leave can be recommended by the College President to the Board of Trustees subject to the following conditions:

- a. An Association member must have been in the full-time employment of the College as an Association unit member for five (5) consecutive years.
- b. Application shall be made to the Professional Standards Committee of the Association.
- c. A maximum of 5% of the Association may be on Sabbatical in any one academic year.
- d. An Association member must wait at least five (5) consecutive years after taking Sabbatical Leave before he/she is eligible for another Sabbatical Leave.
- e. Compensation during the leave shall be:
  - (1) full salary for one (1) semester
  - (2) half salary for two (2) semesters
  - (3) full salary for two (2) semesters with the Association member

working one-half of their scheduled hours, subject to the approval of the President.

- f. the recipient retains all rights and privileges and benefits of regular employment. The recipient may accept a grant, a fellowship, or similar monies usually identified with education.
- g. Acceptance of sabbatical leave obligates the recipient to return to the College for at least one (1) year.

C. *Insurance Programs*

- 1. The College will pay the premium for health insurance equivalent to the standard AmeriHealth Personal Choice for each bargaining unit member, and his/her dependents, except that dependent children will be covered through the end of the calendar year in which the dependent turns age 23, and there shall be an unlimited lifetime maximum for out-of-network medical expenses. Effective June 1, 2005, the health insurance co-pay for office visits and any services previously subject to \$10 or \$15 co-pay shall increase to \$20.

For medical expenses incurred outside the AmeriHealth network of providers, employees shall be responsible for \$100 single/\$200 family deductibles, and for 20% of the next \$2,000 single/\$6,000 family in-medical expenses (co-insurance), for a total of \$500 single/\$1,200 family out-of-pocket expenses beyond these amounts, provided the employee has applied for and received the maximum benefit available from the insurance company. The maximum reimbursement from the College for such out-of-network, out-of-pocket expenses will be \$750 single/\$1,100 family per calendar year. "Medical expenses" reimbursable under this paragraph are expenses defined as medical expenses appropriate for coverage under AmeriHealth Personal Choice plan. "Balance billing" by a provider for charges beyond the "usual and customary charges" allowed by AmeriHealth are not reimbursable under this paragraph.

- 2. The College will pay the entire premium for a dental insurance plan for unit members and their eligible dependents. The maximum annual benefit shall be \$1,500 for such plan.
- 3. The College will pay the entire premium for a prescription insurance equivalent to the Bollinger non-formulary prescription plan for unit members and their eligible dependents. Such plan's co-pay will not exceed \$15.00 for name brand prescription drugs, \$7.50 for generic prescription drugs and \$0 for mail order prescription drugs. Effective June 1, 2005, the prescription co-pay shall be \$20.00 name brand, \$10 generic and zero for mail order. Effective July 1, 2006, the prescription co-pay shall be increased to \$30 name brand; \$20 generic and zero for mail order.

4. Each Association member shall receive the right to prepay his/her own premiums on all insurance to which he/she is entitled prior to, or during, any officially approved leave of absence.
5. To be eligible for health insurance, an employee must work 30.5 hours per week. Unit members employed on or before October 31, 1997 for more than 20 hours per week and who are currently receiving health insurance benefits will continue to receive such benefits.
6. For the eligible dependent(s) of a unit member who dies, the College will pay the premium for these insurance plans for twelve months after the unit member's death. As soon as possible after the death of such unit member, the College will provide his/her survivors with all pertinent information related to insurance, retirement, and other benefits.
7. The College will pay one thousand dollars (\$1,000) per year to an employee who elects to waive all health insurance for themselves and their dependents if an employee shows proof of alternative coverage. The College will pay one thousand three hundred dollars (\$1,300) per year to an employee who elects to waive all health insurance, dental insurance, and prescription insurance coverage if an employee shows proof of alternative coverage. The College will pay six hundred dollars (\$600) per year to an employee who elects to waive dependent health insurance coverage if an employee shows proof of alternative coverage. The College will pay eight hundred dollars (\$800) per year to an employee for electing to waive dependent health insurance, dental insurance, and prescription insurance coverage if an employee shows proof of alternative coverage.

These payments will be made in the first paycheck of July for a full year without the insurance coverage (if eligible for a full year) or the unit member may select a semi-annual payment in the first paychecks in July and January. If the unit member drops the insurance after the beginning of the plan year, or subsequently re-enrolls during a plan year due to a triggering event, the payment will be prorated.

D. *Disability*

The Board will provide accident and/or sickness disability insurance without cost to the Association member. The New Jersey Council School Administrators (NJCSA) Sick Leave Coordinated Plan II, underwritten by *Unum Provident*, will be the approved plan for the duration of this Agreement.

E. *Wellness Program*

A Wellness Program will be continued 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 Association members.

F. *Human Resource 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.

The Association will work with Management to select appropriate educational training and development programs for its membership.

G. *Medical Flexible Spending Account*

Effective January 1, 2006, the college shall establish a Medical Flexible spending accounts for each Association member. The College will contribute one hundred dollars (\$100) each calendar year. Unit members may add voluntary contributions on a pre-tax basis.

H. *Domestic Partners*

1. The College will provide health, dental, and prescription coverage for an Association member's domestic partner and their children provided there is no legal impediment to doing so. If there is legal impediment to such insurance benefits, the benefits shall be effective when the legal impediment is removed.
2. A domestic partnership is a relationship of two persons of the same sex that has been registered and recognized by the State of New Jersey. If the Association member and his/her domestic partner do not reside in New Jersey, their domestic partnership must meet all of the following criteria.
  - a. Provide evidence that they are registered as domestic partners if they reside in another state or locality which allows for the registration of domestic partnerships;
  - b. Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
    - (1) A joint deed, mortgage agreement or lease;
    - (2) A joint bank account;
    - (3) Designation of one of the persons as a primary beneficiary in the other person's will;
    - (4) Designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
    - (5) Joint ownership of a motor vehicle;
    - (6) Have a common residence means that two persons share the same place to live regardless of whether or not, the legal right to possess the place is in both of their names; one or both persons have

additional places to live; or one person temporarily leaves the shared place of residence to reside elsewhere, on either a short-term or long-term basis, for reasons that include, but are not limited to, medical care, incarceration, education, a sabbatical or employment, but intends to return to the shared place of residence.

- c. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership ("Jointly responsible" means that each domestic partner agrees to provide for the other partner's basic living expenses if the other partner is unable to provide for him/herself. "Basic living expenses" means the cost of basic food, and shelter, and any other cost, including but not limited to, the cost of health care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner);
  - d. Neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
  - e. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
  - f. Both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law;
  - g. Both persons have chosen to share each other's lives in a committed relationship of mutual caring;
  - h. Both persons are at least 18 years of age;
  - i. Both persons file jointly an affidavit with the Human Resources office that sets forth each party's name and age, the parties' common mailing address, and a statement that, at the time the affidavit is signed; both parties meet the requirements of this provision.
  - j. Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit with the Human Resources office, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership in New Jersey, the domestic partnership shall have been terminated in accordance with the provisions of section 10 of P.L.2003,c246 (C.26:8A-10)
3. Dependent children in a domestic partnership household are eligible for identified benefits, equivalent to the benefits provided to dependent children of married employees, if the dependent child meets all of the following criteria:
- a. Unmarried;
  - b. Received more than 50% of their support from the domestic partnership;
  - c. Live in the household as their principal place of residence, unless they live at school or elsewhere as the result of a divorce or legal separation;
  - d. Not employed on a full-time basis, except on college vacations; and
  - e. Under age 19, or under age 23 and a full-time student.



I. Camden Campus Parking

1. The College shall provide free parking to Association members on a first come, first serve basis at the surface parking lot at the Camden City campus. Association members may purchase passes for parking in the garage at the \$3.00 per day rate with in/out privileges for the term of the agreement. The parties acknowledge that the College may discontinue providing any other free parking alternative in Camden City at any time without further negotiations.
2. As soon as practicable, the College will make flexible spending accounts for parking and mass transit available for Association members for voluntary contributions.

## ARTICLE 5 -GRIEVANCE PROCEDURE

A grievance is a claim by an Association member, group of Association members, or the Association hereinafter referred to as "Grievant", based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misrepresentation or misapplication of any provision of this Agreement. Non-contractual grievances shall also apply and be adjudicated through this process.

In the event that an Association member or a group of Association members, or the Association believe they have a basis for a grievance he/she or they shall:

### Step One

There shall be an informal discussion of the grievance by the grievant and his/her immediate supervisor.

### Step Two

If the grievance is not resolved at Step One, the Association but not an individual or group of members shall present the grievance in writing (Appendix I Form) to the immediate supervisor within thirty (30) calendar days after the grievant became aware of the action or occurrence giving rise to the grievance or should reasonably have become aware of such occurrence. The immediate supervisor shall meet with the grievant within seven (7) working days of receipt of the grievance, and shall make a decision and communicate it in writing within seven (7) working days of said meeting.

### Step Three

If the grievance is not resolved at Step Two, the grievance shall be presented in writing to the appropriate Dean or Director within seven (7) working days of receipt of the decision at Step Two. The Dean or Director shall meet with the grievant within seven (7) working days of receipt of the grievance, and shall make a decision and communicate it in writing within seven (7) working days of said meeting.

### Step Four

If the grievance is not resolved at Step Three, the grievance shall be presented in writing to the appropriate Vice President within seven (7) working days of receipt of the decision at Step Three. The Vice President shall meet with the grievant within seven (7) working days of receipt of the grievance, and shall make a decision and communicate it in writing within seven (7) working days of said meeting.

### Step Five

If the grievance is not resolved at Step Four, the grievance shall be presented in writing to the President or Designee, who shall be the Director of Human Resources and Labor Relations, within seven (7) working days of receipt of the decision at Step Four. The President or Designee shall meet with the grievant within seven (7) working days of receipt of the grievance, and shall make a decision and communicate it in writing within seven (7) working days of said meeting.

Step Six

Within fifteen (15) working days after receipt of the decision of the President or Designee, an appeal may be made by the grievant and the authorized Association representative to the Public Employment Relations Commission for arbitration under its rules. The College and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from or modify this Agreement. Both parties agree to be bound by the award of the arbitrator and the decision of the arbitrator shall be final and binding on both parties.

The arbitrator's fees and those of the Public Employment Relations Commission shall be shared equally by the Association and the College but each shall bear its own cost of presenting its case to the arbitrator.

- A. No reprisals of any kind shall be taken by the Board or the Association against any individual for participating in any grievance.
- B. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.
- C. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.
- D. It is agreed that the aggrieved party and the Association shall be furnished with all available information for the processing of any grievance.
- E. If a grievant has a grievance which he/she wishes to discuss with the appropriate Dean, he/she is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the Camden County College Association of Administrative Personnel shall be the sole responsibility of the Association.
- F. A grievance may be withdrawn at any level. However, if in the judgment of the Grievance Committee, the grievance affects the welfare of the Camden County College Association of Administrative Personnel, the grievance may be continued to be processed as a grievance of the Association.

**ARTICLE 6 - CONTRACTS AND DISMISSALS**

A. *Contracts*

Annual contracts stipulating professional title, salary and placement on salary schedule shall be issued for the term of the contract by March 15th.

Except as otherwise provided, during the first five (5) years of professional employment, an employee shall receive the following notices of non-reappointment:

1st year	60 calendar days
2nd year	90 calendar days
3rd year	120 calendar days
4th year	150 calendar days
5th year or more	180 calendar days

Except as otherwise provided, employees who have completed more than five (5) full years of employment with the College, or who have completed five (5) years and have been offered a contract for an additional year, who are subsequently not reappointed shall be entitled to one (1) month severance pay.

Except as otherwise provided, employees who have completed more than ten (10) full years of employment with the College, or who have completed ten (10) years and have been offered a contract for an additional year, who are subsequently not reappointed shall be entitled to three (3) months severance pay.

Except as otherwise provided, employees who have completed more than twenty (20) full years of employment with the College, or who have completed twenty (20) years and have been offered a contract for an additional year, who are subsequently not reappointed shall be entitled to six (6) months severance pay.

Unit members employed in grant programs which began after July 1, 2001 or grant funded employees hired after July 1, 2001 shall receive notice of non-reappointment no less than sixty (60) calendar days prior to the expiration of the funding grant. If notice of non-reappointment is provided, employees funded under the grant shall not be entitled to severance pay. In the event the grant is not renewed or is significantly reduced; the College may require unit members to use their accumulated leave time prior to the expiration of funding for the entire grant or that position.

Unit members employed for a specific auxiliary or contract training program shall receive notice of non-reappointment no less than thirty (30) calendar days prior to the expiration of the funding or declaration of fiscal exigency in the auxiliary or contract training program. (Such employees shall have this status noted on their letters of appointment.) If notice of non-reappointment is provided, employees funded under these programs shall not be entitled to severance pay. In the event these programs are not renewed or are significantly reduced; the College may require unit members to use their accumulated leave time prior to the expiration of funding.

B. *Discharge Procedure*

No employee may be suspended, disciplined, or dismissed without just cause as prescribed by law. Any employee discharged for just cause is not entitled to any severance pay.

## ARTICLE 7 - PROFESSIONAL COMPENSATION

- A. *Salary Payment*  
The salary of each Association member shall be paid in twenty-six (26) equal payments.
- B. *Summer and Evening Session Salaries*  
The payment for teaching in the summer and during the evening session shall be made at the rate that the faculty receives per credit hour.
- C. *Overload and Part-Time Compensation*  
Payment for overload shall be made at the same rate that the faculty receives.
- D. *Length of Service*  
Employees who have not been employed at the College for a full twelve (12) months prior to a scheduled salary increase, will receive a prorated increase based on the number of months of service.

The following schedule will be utilized for all new employees hired after January 1, 2005 to determine the amount of their prorated increase in base salary:

	1/1/05 raise		7/1/05	Raise	1/1/06	Raise	7/1/06	Raise	1/1/07	Raise
Percentage Applied	Hire Date (on payroll)	Pro- Rated Raise	Hire Date (on payroll)	Pro- Rated Raise	Hire Date (on payroll)	Pro- Rated Raise	Hire Date (on payroll)	Pro- Rated Raise	Hire Date (on payroll)	Pro- Rated Raise
100.00%	Jan-04	4.10%	Jul 04	0.8%	Jan 05	2.7%	Jul 05	2.0%	Jan 06	1.3%
91.67%	Feb-04	3.76%	Aug 04	.73%	Feb 05	2.48%	Aug 05	1.83%	Feb 06	1.19%
83.33%	Mar-04	3.42%	Sept 04	.67%	Mar 05	2.25%	Sept 05	1.67%	Mar 06	1.08%
75.00%	Apr-04	3.08%	Oct 04	.60%	April 05	2.03%	Oct 05	1.5%	April 06	.98%
66.67%	May-04	2.73%	Nov 04	.53%	May 05	1.80%	Nov 05	1.33%	May 06	.87%
58.33%	Jun-04	2.39%	Dec 04	.47%	June 05	1.57%	Dec 05	1.17%	June 06	.76%
50.00%	Jul-04	2.0%	Jan 05	.4%	July 05	1.35%	Jan 06	1.0%	July 06	.65%
41.67%	Aug-04	1.71%	Feb 05	.33%	Aug 05	1.13%	Feb 06	.83%	Aug 06	.54%
33.33%	Sep-04	1.37%	Mar 05	.27%	Sept 05	0.9%	Mar 06	.67%	Sept 06	.43%
25.00%	Oct-04	1.25%	Apr 05	.20%	Oct 05	0.68%	Apr 06	.5%	Oct 06	.33%
16.67%	Nov-04	0.68%	May 05	.13%	Nov 05	0.45%	May 06	.33%	Nov 06	.22%
8.33%	Dec-04	0.34%	Jun 05	.07%	Dec 05	0.22%	Jun 06	.17%	Dec 06	.11%

## ARTICLE 8 – EVALUATIONS

- A. Evaluation is a continuous process that goes on throughout the year; however, an Association member must be apprised periodically of his/her performance and given an opportunity to respond to his/her evaluators. Each year, the immediate supervisor shall prepare a formal evaluation prior to recommending reappointment or non-reappointment. The supervisor shall consider all available information.
- B. This formal evaluation process shall be designed to improve performance and shall be based on the assigned responsibilities, duties and the job description. Specific suggestions and examples as to how to improve must be given verbally and/or in writing.
- C. Information to be considered shall include:
  - 1. Self-evaluation report: Based on the job description, assigned duties, responsibilities and goals for the year, each Association member will provide a narrative description of his/her performance for the year since the last report was written.
  - 2. Work or reports produced by the Association member.
  - 3. Other materials in the employee's personnel file relating to the employee's job performance.
- D. The written formal evaluation shall be reviewed with the Association member in conference. If so desired, a written response to the evaluation by the individual may be attached to the original evaluation.
- E. Forms to be used as part of the evaluation process shall be developed by the College in consultation with the Association of Administrative Personnel.
- F. All written evaluation materials and attachments shall be placed in the individual's personnel file with a copy provided to the employee.
- G. An employee who has received two or more satisfactory evaluations and then receives an unsatisfactory evaluation shall be re-evaluated within ninety (90) days.
- H. New employees will be hired for a probationary period of one-hundred and twenty (120) calendar days.

## **ARTICLE 9 - PERSONNEL FILES**

Deans and/or Supervisors 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 academic, professional or civic nature. Any such materials received from outside, competent, responsible sources shall also be included in the file.

One personnel file for each Association member shall be maintained in the Office of Human Resources and Labor Relations. An Association member may inspect his/her file upon request.

No material derogatory to an Association member's conduct, service, character, or personality shall be placed in the personnel file of the Association member unless that Association member has had an opportunity to read such material. The Association member shall acknowledge that he/she has read such material by affixing his/her signature to it. Be it understood that such signature merely signifies that he/she has read the material in question and that it indicates neither approval nor rejection of its contents.

The Association member shall have the right to answer in writing any material in his/her personnel file, and his/her answer shall be attached to the file copy.

Anonymous material shall not be placed in an Association member's file

No item may be removed from an Association member's file without his/her prior knowledge.

No Association member will be able to examine another Association member's file unless prior written permission has been granted by the Association member.

An Association member shall have the right to be furnished with copies of any material in his/her file.

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

The Board agrees to protect the confidentiality of the personnel files, personal references, academic credentials, and other similar documents. It shall not establish any separate personnel file which is not available for the Association member's inspection except for pre-employment interviews and references which shall not be part of the Association member's regular personnel file but shall be kept in a separate locked file.

## **ARTICLE 10 - SALARY ADJUSTMENT/MERIT PROCESS**

All recommendations for salary adjustment and/or merit will be reviewed by the Professional Standards Committee. The Association component of the Committee will consist of the Association President and four (4) elected Association members whose recommendation will be made directly to the College President.



A. Salary Adjustment

Criteria for salary adjustment from one level to another shall include, but not be limited to:

1. Contributions to the Program or Profession
2. Exemplary Evaluations
3. Additional Education and/or Professional Certifications
4. Contributions to Student Counseling and/or Campus Life
5. Contributions to College Community Relations

Procedure:

1. A completed application packet (see Appendix II and III) will be presented to the Professional Standards Committee no later than April 1st.
2. An eligible Association member may be recommended for salary adjustment by:
  - a. the unit member
  - b. supervisor
  - c. an employee of the College
3. A letter of intent must be submitted by the individual initiating the recommendation to the Chairperson of the Professional Standards Committee. Failure to comply could result in a processing delay.
4. The Professional Standards Committee will review all requests. Recommendations for support or non-support (with explanation) will be made to the President of the College. The Professional Standards Committee will notify each applicant of their recommendation no later than May 1st of the academic year.
5. The President shall evaluate all requests for salary adjustment and make a recommendation to the Board of Trustees. The Board's decision is final.
6. Individuals who are recommended by the President for a salary adjustment will be notified by his/her office at the time the recommendation is approved by the Board.

An Association member who is recommended for a salary adjustment as a result of application to the Professional Standards Committee will receive a 3-6% increase in base salary.

B. Merit

Criteria for selection of merit increase shall include, but not be limited to:

1. Extended service to the College
2. Professional activity
3. Exceptional performance

Procedure:

1. An eligible Association member may be recommended for a merit award by:
  - a. the unit member
  - b. supervisor
  - c. an employee of the College
2. A completed application packet, including a cover sheet and a letter of intent (see Appendix II and III) must be submitted by the individual to the Chairperson of the Professional Standards Committee no later than April 1st. Failure to comply could result in a processing delay.
3. The Professional Standards Committee will review all requests. Recommendations for support or non-support (with explanation) will be made to the President of the College. The Professional Standards Committee will notify each applicant of their recommendation no later than May 1st of the academic year.
4. The President shall evaluate all requests and make his/her recommendation to the Board of Trustees. The Board's decision is final. Individuals who are recommended by the President for a merit award will be notified by his/her office at the time the recommendation is approved by the Board.
5. An employee having exhibited special merit and/or ability may receive consideration for a bonus in the amount of 3% of his/her salary. The merit increase will not be added to the base salary.

## ARTICLE 11 – 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.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- C. Except as this Agreement shall herein after provide, all terms and conditions of employment applicable on the effective date of this Agreement as established and in force 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.
- D. This Agreement shall be subject to ratification by the members of the Association and by the members of the Board of Trustees.

## ARTICLE 12 - COMPENSATION

### ADMINISTRATIVE ASSOCIATION CONTRACT January 1, 2005 to June 30, 2007

#### *Criteria For Placement On Salary Schedule*

The below format adopted by the Administrative Association reflects a division of salaries among the respective bargaining unit members in accordance with the specific job responsibilities, as well as the academic credentials earned to date. Five distinct levels of the salary range proposed for each position are based upon the following criteria:

#### Level One

Per the minimum qualifications stipulated in the job description for every position, an administrative unit member in the Level One category will either have as Associate's Degree; the equivalent of an Associate's Degree in related work experience, or a Bachelor's Degree.

The salary ranges established for Level One positions will represent the minimum base salary for new employees hired during the term of the 2002-2004 collective bargaining agreement.

#### Level Two

A bargaining unit member who has earned twenty-one (21) job-related credits beyond the

minimum qualifications stipulated for the Level One salary range, will be entitled to placement at Level Two of the salary schedule.

Level Three

A bargaining unit member who has earned a job-related advanced degree will be entitled to placement at Level Three of the salary schedule.

Level Four

A bargaining unit member who has earned twenty-one (21) job-related credits beyond the Level Three requirement will be entitled to placement at Level Four of the salary schedule.

Level Five

A bargaining unit member who has earned a job-related terminal degree will be entitled to placement at Level Five of the salary schedule.

Salaries shall be increased as follows:

- A. All base wages for employees on the payroll as of January 1, 2005 shall be increased by a sum equal to four point one percent (4.1%).

All base wages for employees on the payroll as of July 1, 2005 shall be increased by a sum equal to zero point eight percent (0.8%).

All base wages for employees on the payroll as of January 1, 2006 shall be increased by a sum equal to two point seven percent (2.7%).

All base wages for employees on the payroll as of July 1, 2006 shall be increased by a sum equal to two percent (2.0%).

All base wages for employees on the payroll as of January 1, 2007 shall be increased by a sum equal to one point three percent (1.3%).

- B. Consideration for a merit bonus will be given for exceptional performance. Seniority or satisfactory performance will not constitute grounds for or justify a merit increase.

An employee having exhibited special merit and/or ability may receive consideration for a bonus in the amount of 3% of his/her salary. The merit increase will not be added to the base salary.

It will be the exclusive prerogative of the President to determine if the recommendation for a merit bonus is to be presented to the Board of Trustees for approval. The decision of the Board will be final.

- C. A salary and level adjustment will be made upon the submission of documentation of educational attainment beyond the stipulated requirement for the employee's current salary level.
- D. No bargaining unit member will be capped during the period from January 1, 2005 – June 30, 2007.
- E. All new bargaining unit positions created during the January 1, 2005 – June 30, 2007 period are to be added to the Salary Schedule.

## **ARTICLE 13 – SALARY SCHEDULES**

Salary schedules are currently under revision and will be distributed to Association members upon completion.

## **ARTICLE 14 - DURATION OF AGREEMENT**

This agreement including its Appendix shall be effective as of January 1, 2005 and shall continue in effect until June 30, 2007. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. If no successor agreement has been reached prior to June 30, 2007, applicable PERC regulations will be observed.

# **APPENDIX**

Appendix I: **GRIEVANCE PROCEDURE FORM**

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

LENGTH OF TIME IN CURRENT POSITION: \_\_\_\_\_

DATE FILED: \_\_\_\_\_

REASON FOR GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE REVIEWED BY ASSOCIATION GRIEVANCE COMMITTEE: \_\_\_\_\_

HAS MATTER BEEN DISCUSSED WITH APPROPRIATE DEAN OR SUPERVISOR? (Y/N) \_\_\_\_\_

RECOMMENDED ACTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_



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SIGNATURE OF GRIEVANT

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SIGNATURE OF ASSOCIATION

Appendix II: **COVER SHEET**

NAME OF APPLICANT: \_\_\_\_\_

PRESENT TITLE: \_\_\_\_\_

RECOMMENDATION FOR (Circle One)

1. Merit Award
2. Sabbatical
3. Salary Adjustment

APPLICATION CHECKLIST

1. Cover Sheet (w/signatures)
2. Narrative
3. Letter Of Recommendation
4. Letter Of Intent To Immediate Supervisor/Dean (Sabbatical Only)

SUBMITTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIVED BY IMMEDIATE SUPERVISOR: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIVED BY DEAN: \_\_\_\_\_

DATE: \_\_\_\_\_

Appendix III: **LETTER OF INTENT TO SUBMIT AN APPLICATION**

Recommendation for (circle one)

1. Merit Award
2. Salary Adjustment

A recommendation for the above category will be submitted for:

\_\_\_\_\_ by \_\_\_\_\_

DATE: \_\_\_\_\_

PLEASE COMPLETE THIS FORM AND RETURN TO THE CHAIRPERSON OF THE PROFESSIONAL STANDARDS COMMITTEE BY THE DEADLINES SPECIFIED IN THE GUIDELINES.

**Camden County College**

**Camden County College**

**BOARD OF TRUSTEES**

---

Kevin G. Halpern  
Chairman

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**Camden County College**  
**PRESIDENT**

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Dr. Phyllis Della Vecchia

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Date Signed

**Association of  
Administrative Personnel**

**NEGOTIATING TEAM**

---

Joanne Kinzy  
Association of Administrative Personnel  
President

---

Margo Venable  
Association of Administrative Personnel  
Acting Vice President

---

Alex Breve  
Association of Administrative Personnel  
Bargaining Team Member

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Edward Reynolds  
Association of Administrative Personnel  
Bargaining Team Member

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Joan Haefle  
Association of Administrative Personnel  
Bargaining Team Member

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Date Signed

