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AN AGREEMENT

BETWEEN THE

PASSAIC COUNTY COMMUNITY COLLEGE Board of Trustees

AND THE

Faculty Association
ADMINISTRATORS ASSOCIATION

OF THE

PASSAIC COUNTY COMMUNITY COLLEGE

74-76

X July 1, 1974 - June 30, 1976

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Representing the Passaic County Community College:

Mr. William J. Pascrell, Vice-Chairman
Dr. Stanley Worton

Representing the Administrators Association:

Mr. Andre Cote
Mr. Robert Fontane
Mr. Steven Isaac

PREAMBLE

This agreement, entered into this 1st day of July, 1974, by and between the Board of Trustees of Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board" and the Passaic County Community College Administrators Association, hereinafter called the "Association".

Witness:

Whereas, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

Article I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, currently employed or ~~to be~~ employed by the Board in the future, but excluding: The President of the College, the Deans, full-time teaching and/or research staff, adjunct and part-time professional staff, secretarial staff, maintenance staff, bookstore, food service staff.
- B. Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

Article II

Negotiation of successor agreement

- A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all administrators, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Administrator Rights

- A. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States' that it shall not discriminate against any administrator with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School laws, other applicable laws and regulations, and/or the policies, procedures, rules and regulations already established by the Board of Trustees.
- C. No Administrator shall be discharged, disciplined, reprimanded, reduced in compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure set forth in Article XIX. Except by reason of the institution of such grievance procedure, the Board shall not be obligated to make known its reasons for taking one or more of the aforementioned actions.

Article IV

Management Rights

- A. The Board of Trustees retains and reserve unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.
- B. All such rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained subject to limitations as may be imposed by Ch. 303, L. 68 and except as they are specifically abridged or modified by this Agreement.
- C. The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Ch. 303, L. 68, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

Article V

Administrative Work Year

The work year for all members of the Association shall consist of twelve (12) months, inclusive of twenty two (22) working days vacation as outlined in Article X and ten (10) paid holidays as enumerated in Article XII. This work year shall coincide with the fiscal year and shall run from July 1 of any given year to June 30 of the succeeding year.

Article VI

Administrative hours/workload

On occasion, members may be asked to work up to forty-four (44) hours in a given week without additional compensation. Members who work more than forty-four (44) hours in a given week shall receive compensatory time on an hour for hour basis. For the purpose of computing compensatory time, a work day shall be considered to consist of seven (7) working hours. The workweek shall be considered to run from Sunday to Saturday. Accrued sick leave shall not be applied to absences incurred on weekends.

Article VII

Salaries

- A. The Board will establish stated salary minimums for each position held by a member of the Association. This shall be done within ninety (90) days of the commencement of this contract.
- B. The Board shall grant to members of the Association an adjustment in their fiscal 1973-74 salaries (as of March 1, 1974) equal to the percent increase in the cost of living for the New York-New Jersey Metropolitan area (9.1%) for the period of December 31, 1972 to December 31, 1973 plus an additional 2% for a total increase of 11.1% over the members fiscal 1973-1974 salaries. The salaries of members shall, however, be subject to renegotiation for the 1975-76 fiscal year, commencing on July 1, 1975, according to the terms of Article XVIII.

Article VIII

Sick Leave

- A. As of July 1, 1974, all administrators employed by the Board shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease or necessary attendance upon a member of the immediate family who may be seriously ill or death in the immediate family.

- C. Employees may on occasion be unavoidably absent because of personal or family illness. Employees who find it necessary to be absent because of illness should communicate with their immediate supervisor on days when they shall be absent from work.
- D. The Board shall give consideration to the granting of additional sick days when warranted beyond the days accumulated.

Article IX

Temporary Leaves of Absence

- A. Any member of the Association with tenure, and members hired after 9/1/73 who complete five (5) years of service may request a leave of absence without pay. Such request for leave must first be considered and recommended by the President and then be submitted for approval to the Board of Trustees.
- B. The Board shall grant to the members four (4) days of bereavement for death in the immediate family.
- C. Leaves of Absence without pay may be granted for education, parental need, non-medical maternity or other reasons.
- D. Leaves of absence for military service will be granted in accordance with applicable State and Federal Law.
- E. A pregnant employee shall be granted earned sick leave with pay pursuant to Article VIII for such period of time that she is physically unable to perform her work prior to the expected date of confinement and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave. Earned and accumulated vacation time may be utilized if sick leave is exhausted. In addition, such employees shall be eligible for a leave of absence without pay in accordance with the terms of this article.

In all cases, maternity leave shall be governed by the Civil Rights Decision, Miller vs. Pequannock Township Board of Education, State of New Jersey, Department of Law and Public Safety, Division of Civil Rights, Docket No. E14ES-5422 (March, 1973).

Article X

Vacations

- A. The Board of Trustees shall grant to all members of the Association twenty-two (22) working days vacation per fiscal year.
- B. Members shall have the right to utilize accrued vacation leave within a six month period ending December 31 of the year following that in which the vacation leave is earned.
- C. Members may take their vacations either at one time or in individual segments.
- D. Members shall accrue vacation leave at the rate of two (2) days per full month of employment, up to twenty-two (22) working days. Vacation days will be earned prior to utilization.
- E. Vacation leave will not be granted during the initial ninety days of employment.
- F. If a member is fired, he shall be paid for unused vacation time.
- G. If a member resigns, giving the full 30 calendar days notice, he shall be paid for unused vacation time.
- H. If a member resigns and gives from 20-29 calendar days notice, he shall be paid $\frac{2}{3}$ of his unused vacation time; 10-19 days, $\frac{1}{2}$ unused vacation time; less than 10 days, the member shall forfeit any accrued vacation time.
- I. In the event of death, unused vacation time shall be paid to the member's estate.
- J. Vacation time must be approved in advance by the President of the College or his designee.

Article XI

Professional Development and Educational Improvement

- A. Terminal Degree programs and courses approved in advance by the president shall be available to the members.

- B. The Board shall reimburse members who take such approved courses at a rate equal to the graduate tuition then prevailing at the New Jersey State Colleges.
- C. Payment will be made upon successful completion of a course and the submission of a receipt. Courses may be taken at any accredited institution, except Passaic County Community College.
- D. The College will cooperate in arranging schedules to take advantage of these benefits.

Article XII

Holidays

Each member of the Association shall be entitled to the following paid holidays:

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day

Article XIII

Committee memberships

Committee assignments shall be allocated to members of the Association on a fair and equitable basis. No member of the Association shall be given an inordinate number of committee responsibilities.

Article XIV

Termination

- A. A member who is fired shall receive thirty (30) calendar days notice of same or the equivalent of twenty (20) working days severance pay.

- B. A member of the Association who resigns from his position shall give the Board of Trustees thirty (30) calendar days notice of same.

Article XV

Job Posting

All new and vacated positions shall be posted internally for five (5) work days prior to being advertised externally. In filling these openings, priority shall be given to duly qualified persons presently employed by the College.

Article XVI

Continuing Consultation

- A. The Board and the Association shall, upon the request of either party, establish meetings during the third week of April, October, and January for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be contract negotiating meetings but are intended as a means of fostering good employer-employee relations.
- B. The requests of either party for such meetings shall include an agenda of topics to be discussed and be submitted five (5) days prior to the meeting date. Sufficient meeting times shall be established to complete the agenda.
- C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

Article XVII

Miscellaneous provisions

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the college shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of administrators or in the

application or administration of this Agreement on the basis of race, creed, color, national origin, sex, domicile, marital status, age, or political affiliation.

- B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or otherwise detract from an administrator's benefits existing prior to its effective date.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.
- E. Copies of this Agreement shall be printed at the expense of the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all administrators now employed, hereafter employed, or considered for employment by the Board.

Article XVIII

Duration of Agreement

- A. This Agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1976, subject to the Association's right to renegotiate the salaries of members for fiscal 1975-76, with negotiations commencing no later than October 1, 1974.

- B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- C. This Agreement supersedes any and all understandings between the Association or its members, either singly or as a whole, and the Board of Trustees or its designees.
- D. This Agreement represents the sole and only agreement which shall exist between the Board or its designees and the members of the Administrators Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.
- E. It is further understood that either party, by means of a formal, written request to the other, may initiate negotiations on the non-monetary aspects of this Agreement for fiscal 1975-76 and may request the addition to, deletion from or modification of the terms of this Agreement for fiscal 1975-1976. These negotiations, if so initiated, shall commence no later than October 1 of the year preceding the year in which implementation of a new contract would take effect.

Article XIX

Grievance Procedure

A. Purpose

The parties agree that it is in the best interest of the academic community that all grievances should be resolved promptly, fairly, and equitably. To this end relevant and necessary information, material, and documents concerning any grievance shall be provided by the Association and the College upon written request to the other.

1. The following procedure which may be initiated by an employee and/or the Association acting as his or her representative shall be the sole and exclusive means of seeking, adjusting, and settling grievances.
2. Whenever any representative of the Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall suffer no loss in pay or benefits.

B. Definition of a Grievance

A grievance is an allegation by an employee or the Association that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An Arbitrary or discriminatory application of, or failure to act pursuant to, the policies of the Board of Higher Education or the Board of Trustees, related to terms and conditions of employment.

C. Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the employee's option, he may request the presence of an Association representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step.

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to his or her dean, and such dean or the designee thereof shall meet with the grievant and a representative of the Association for the purpose of discussing the grievance. The decision shall be rendered in writing to the employee and the Association representative within 5 calendar days of the conclusion of the discussion of the grievance, then,

2. Step Two

If the grievant is not satisfied with the decision rendered at step one, he or she may submit his or her grievance to the College President. The President shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing

shall be held within 7 calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the Association representative within 7 calendar days of the conclusion of the hearing of the grievance, then,

3. Step Three

If the grievant is not satisfied with the disposition of the grievance at step two, he or she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify, or reverse the decision made at step two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Association representative within 10 calendar days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved employee may request a hearing before the Board of Trustees within ten calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within 10 calendar days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within 10 calendar days of the hearing.

4. Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at step three, the Association, as representative of the employee, shall file a notice within 10 days of the receipt of the decision of the Board of Trustees requesting submission to arbitration. Within ten (10) calendar days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree

upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved.

Unless the parties agree before the hearing that the Arbitrator's decision shall be binding, the Arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation, application, or violation of the contract language.

The cost of the Arbitrator shall be borne by both parties equally.

- E. 1. Matters pertaining to promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment or denial of academic freedom or violation of written college procedures. In all such cases the burden of proof shall be upon the grievant. Where appropriate, the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision-making process.
2. The discharge or suspension of employees during the term of a one year appointment shall be grievable and in the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the college.
- F. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this agreement.
- G. Time Limits
1. A grievance must be filed at step one within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under steps one and two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.
3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step, within seven (7) calendar days to step two and within ten (10) calendar days to step three.
4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or three without a hearing at a lower step.
5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at step two if such step is the first level of supervision common to the several grievants.
6. Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College by the individual grievant within seven (7) days from the date on which the individual grievant should reasonably have known of its occurrence. In the event of failure to report the occurrence within such seven (7) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated or the forty five (45) day period provided in Section G. 1. above except that payroll errors and related matters shall be corrected to date of error.

Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

- H. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.
- I. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

J. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year written below:

DATE: _____

PCCC Administrators Association

PCCC Board of Trustees

BY _____
PRESIDENT

BY _____
PRESIDENT

BY _____
SECRETARY

BY _____
SECRETARY

LETTER OF AGREEMENT IX

Job descriptions for positions held by members of the Association shall be written by the member holding the respective position. Such job descriptions shall have the approval of the Board of Trustees or its designee.

DATE: _____

PCCC Administrators Association

PCCC Board of Trustees

BY _____
PRESIDENT

BY _____
PRESIDENT

BY _____
SECRETARY

BY _____
SECRETARY