

THIS DOES NOT  
CIRCULATE

AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES  
AND  
ASSOCIATION OF ADMINISTRATIVE PERSONNEL

CAMDEN COUNTY COLLEGE

Blackwood, New Jersey

1978-1981

LIBRARY  
Institute of Management and  
Labor Relations

FEB 13 1979

RUTGERS UNIVERSITY

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AGREEMENT BETWEEN

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

5. AND

6. Camden County College Association of Administrative Personnel at  
7. Camden County College.

8. This Agreement entered into this Day of July,  
9. 1978 by and between the Camden County College, hereinafter called  
10. the Board, and the Camden County College Administrative Personnel  
11. Association, hereinafter called the Association.

12. WITNESSETH:

13. Whereas, the Board and the Association recognize and declare  
14. that providing quality higher education for the students of this  
15. college is their mutual aim and that the character of such  
16. education depends upon the quality and morale of the college  
17. administration; and,

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

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

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

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

3. . ARTICLE 1

4. Recognition:

5. A. The Board hereby recognizes the Camden County College  
6. Association of Administrative Personnel as the exclusive negotiating  
7. representative as defined in New Jersey Public Law of 1974, Chapter  
8. 123, for full-time administrators presently employed by the  
9. Board. The term Association as herein used shall apply to those  
10. positions listed below:

- |   |   |
|---|---|
| 11. Librarians                                    | Counselor - Administrator   |
| 12. Counselors                                    | Director of Cooperative Education                                   |
| 13. Director of Student Activities                | Director of Project Upward Bound                                    |
| 14. Director of Admissions                        | Director of Day Care Center   |
| 15. Director of Audio-Visual Aids                 | Veterans Coordinator  |
| 16. Director of Financial Aid-E.O.F.              | Coordinator of Ophthalmic Science and<br>Hearing Science Technology |
| 17. Coordinator of Bilingual Programs             | Program Development Specialist                                      |
| 18. Coordinator of Dietetic Technician<br>Program | Community & Agency Liaison Rep.                                     |
| 19. Registrar                                     | Director of Learning Skills Center (Camden)                         |
| 20. Peer Group Counselor                          | Coordinator of Therapeutic Tech. Program                            |

21. B. The Board agrees not to negotiate with any full-time  
22. administrative member listed above or with any administrative organi-  
23. zation representing these positions other than the Association for  
24. the duration of this Agreement,

25. ARTICLE 2

26. ASSOCIATION AND RIGHTS

27. A. Pursuant to Public Laws of 1974, Chapter 123 of the

1. State of New Jersey, the Board hereby agrees that Administrative  
2. members shall have the right freely to organize, join and support  
3. the Association for the purpose of engaging in collective  
4. negotiation over grievances, terms and conditions of employment  
5. activities for mutual aid and protection. As a duly appointed  
6. body exercising powers granted under the laws of the State of  
7. New Jersey, the Board undertakes and agrees that it will not  
8. directly or indirectly deprive, discourage, coerce or harass any  
9. Association member in the enjoyment of any rights conferred by  
10. the Act or other laws of New Jersey or the Constitutions of  
11. New Jersey and of the United States; that it will not discriminate  
12. against any Administrator with respect to hours, wages, or any  
13. terms or conditions of employment by reason of his membership in  
14. the Association, his participation in any activities of the  
15. Association or collective negotiations with the Board or his  
16. institution of any grievance, complaint or proceeding under this  
17. Agreement.

18. B. Nothing contained herein shall be construed to deny or  
19. restrict to any Administrator, rights he may have under the  
20. General School laws of the State of New Jersey, or other applicable  
21. laws and regulations. The rights granted to Association hereunder  
22. shall be deemed to be in addition to those provided elsewhere.

23. C. Duly authorized representatives of the Association  
24. shall be permitted to transact official Association business on  
25. college property at all reasonable times. Reasonable time shall  
26. be defined as that period which does not interfere with the  
27. operation of the College or the performance of their regular duties.

1. D. The Association shall have the right to use college  
2. facilities and equipment, including typewriters, mimeographing  
3. machines, other duplicating equipment, calculating machines,  
4. and all types of audio-visual equipment at all reasonable times;  
5. when such equipment is not otherwise in use. Payments shall be  
6. made for any expendable supplies used for Association purposes  
7. and the Association shall be liable for damages to any equipment  
8. used for said purposes. College secretaries shall not be used  
9. for Association business during the normal working hours.

10. E. The Association shall have the right to post notices  
11. of its activities and matters of the Association. The Associ-  
12. ation may use the College mail service and College mail boxes  
13. for communications to all of those persons who are concerned.

14. F. Administrators shall be entitled to full rights of  
15. citizenship and no religious or political activities of any  
16. Association member or the lack thereof shall be grounds for any  
17. discipline or discrimination with respect to the employment of  
18. such member. The private and personal life of any Association  
19. member is not within the appropriate concern or attention of  
20. the Board.

21. G. The provisions of this Agreement and the wages, hours,  
22. terms and conditions of employment shall be applied in a manner  
23. which is not arbitrary, capricious or discriminatory with regard  
24. to race, creed, religion, color, national origin, age, sex or  
25. marital status.

ARTICLE 3

Conditions of Employment

1.           A. Administrative Staff Members are responsible for the  
2. completion of all tasks assigned to them and are evaluated  
3. accordingly. While the normal work hours are 8:30 AM to 4:30 PM  
4. with one (1) hour for lunch and the normal work week is thirty-five  
5. (35) hours\*, it is recognized that Administrative Staff Members are  
6. required to perform services that may be beyond that which would  
7. normally be accomplished within the usual work week. In such  
8. situations, compensatory time may be authorized upon the request  
9. of the Administrative Staff Member and the approval of the appropriate  
10. Dean and the President or his designee. In all cases, such compensatory  
11. time shall be authorized and must be used within thirty (30) days  
12. from the date such compensatory time is earned.

15.           B. Overload

16.           Qualified Association members whose background and exper-  
17. ience, as determined by the Divisional Chairmen, the Vice President  
18. of Academic and Student Affairs, and the President of the College,  
19. qualify them for teaching at the junior college level shall be given  
20. consideration for overload teaching. Qualified members of the  
21. Association shall also have priority over outside individuals  
22. (full-time faculty excluded) for all such positions. Overload  
23. positions shall be assigned by the Vice President of Academic and  
24. Student Affairs subject to the approval of the College President.  
25. No administrative staff member shall be assigned more than two  
26. overloads per semester.

\*The normal work hours for the period June 1 through August 31 shall

1. C. Attendance at College Functions
2. 1. Association members attending college functions for
3. which academic attire is required shall have said
4. attire furnished by the college at no charge.
5. D. Transfer
6. 1. Off-campus assignments shall be mutually agreed upon
7. by the Association member involved and the President.
8. 2. Association members who wish to enter the teaching
9. faculty on a full-time basis, shall be permitted to
10. do so upon written request if qualified and vacancies
11. exist. Faculty rank and salary shall be according
12. to the provisions of the faculty contract in effect
13. at that time.
14. E. College Closings
15. 1. If roads and/or weather conditions are deemed unsafe
16. for travel by students and faculty and classes
17. therefore cancelled, this same policy shall apply
18. to offices staffed by Association members.
19. F. Field Trips
20. 1. The College shall provide travel-accident-liability
21. insurance in the amount of \$100,000/\$300,000 when-
22. ever an Association member is requested to drive on
23. college business, and also be reimbursed for mileage
24. and other appropriate expenses as per current college
25. policy.



ARTICLE 4

Administrative Benefits

A. Paid Leaves of Absence

1. Annual Vacation

a. Association members shall earn one and three quarters (1-3/4) days paid vacation for each month of service per contract year. 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.

Upon request, Association members may be granted additional vacation days without pay with the approval of the President or the Vice-President for Administration and Personnel.

b. Individuals are entitled to accrued vacation leave or payment for same upon termination of employment.

c. No later than May 1st of each year, each administrator shall be given an accounting of the number of vacation days he/she shall have available for use,

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.

b. Sick Leave shall be earned at the rate of one (1) day for each full calendar month of employment.

1. (generally twelve (12) days per contract  
2. year). Sick leave shall be cumulative,

3. 3. Bereavement

4. a. Leave not to exceed five (5) days will be  
5. allowed for each death in the immediate family.  
6. Family shall mean: father, mother, mother-in-  
7. law, father-in-law, siblings, wife, husband,  
8. children, step-children and grandchildren,  
9. b. In the event of the death of a member of a  
10. family other than those previously listed, an  
11. Association member may be entitled to one full  
12. day to attend the funeral.

13. 4. Family Illness

14. a. In case of serious illness of a member of the  
15. employee's household, determination of eligi-  
16. bility for leave with pay shall be left to the  
17. discretion of the President.

18. 5. Personal Leave

19. a. Leave not to exceed five (5) days per year may  
20. be permitted at the discretion of the President  
21. for matters which cannot be cared for in free  
22. time. Personal leave days which are not used  
23. shall at the end of the year be added to the  
24. individual's number of accumulated sick days.

25. 6. Holidays

26. a. The members of the administrative staff shall  
27. be excused from work with pay on those days set

1. as college wide holidays. There will be a  
2. minimum of 12 such holidays per year.

3. B. Unpaid Leaves of Absence

4. 1. Professional Leave

5. a. A leave of absence of one year may be granted by  
6. the Board of Trustees to any Association member  
7. upon formal application for the purpose of  
8. advanced study if in the opinion of the Board  
9. such study shall benefit the College as well  
10. as the individual. The Board may extend such  
11. leave beyond the one-year limit. Upon return  
12. from such leave, an Association member shall  
13. be placed at the same position on the salary  
14. schedule on which he would have been placed had  
15. he worked in the College during such period.

16. 2. Exchange Teaching and Administrative Service

17. a. A leave of absence for one year may be granted  
18. to any Association member by the Board  
19. of Trustees upon application for the purpose of  
20. participating in exchange teaching programs in  
21. other states, territories or countries, or a  
22. cultural program related to his professional  
23. responsibilities if, in the opinion of the Board,  
24. such experience shall benefit the College as well  
25. as the individual. The Board may extend such  
26. leave beyond the one year period. Upon return  
27. from such leave, an Association member shall be

1. placed at the same position on the salary  
2. schedule on which he would have been had he  
3. served in the College during such period.

4. 3. Service in Professional Organizations

5. a. A leave of absence of up to one year may be  
6. granted to any Association member by the Board  
7. of Trustees upon application for the purpose  
8. of serving as an officer of any professional  
9. association or on its staff, if in the opinion  
10. of the Board such service shall benefit the  
11. College as well as the individual. The Board  
12. may extend such leave beyond the one year limit.  
13. Upon return from such leave, such Association  
14. members shall be placed at the same position  
15. on the salary schedule on which they would  
16. have been had they served in the College during  
17. such period.

18. 4. Maternity Leave

19. a. The Board shall grant maternity leave of absence  
20. to a maximum of one year without pay to any  
21. administrator upon request in accord with the  
22. following provision:

23. (1) The administrator shall notify the Board  
24. within sixty (60) days of medical confirma-  
25. tion of pregnancy of the anticipated date  
26. of birth.

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- (2) The administrator 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 administrator from her duties if:
- a) the administrator 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 Administrator's physician agree that she cannot continue performing her duties or if,
  - c) following a difference of medical opinion between the Board's Chief Medical Officer and the administrator'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 administrator 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

1. unless in the discretion of the Board an
2. additional reasonable period of time is granted
3. upon the administrator's request for reasons
4. associated with the pregnancy or birth or for
5. other proper cause.
6. c. In the case of termination of pregnancy for any
7. reason other than normal birth, the administrator
8. shall notify the Board of such circumstances and
9. the Board shall honor a request to return earlier
10. than the date originally established upon receipt
11. of medical certification by the administrator's
12. physician of physical fitness to perform her duties.
13. d. Upon request, the Board may extend the leave
14. granted beyond the date originally requested

15. 5. Admission to Courses

16. a. Association members are to be granted tuition free
17. entrance for credit or audit to any course offered
18. by the College. Association dependents (including
19. spouse, children) are to be granted tuition-free
20. entrance for credit to any classes for which they
21. meet the course entrance requirements.

22. 6. Graduate Tuition Reimbursement

23. a. Members of the Administrative Association may be
24. reimbursed for tuition and fees up to an amount
25. per credit that doesn't exceed the prevailing rate
26. per graduate credit at Rutgers University. This
27. includes graduate courses and/or their equivalent

1. (e.g. workshops) including summer session  
2. starting July 1, 1978. Individuals enrolling  
3. in courses that begin in June of 1978, but  
4. continue into July would receive reimbursement.  
5. The maximum allowable reimbursement will be for  
6. nine credits per year with prior approval  
7. required by the President of the College.

8. 7. Professional Improvement and Membership

9. a. Association members shall be permitted to attend  
10. at least one annual meeting or convention of their  
11. particular area and all state and regional meetings  
12. of relative consequence. The Board shall reimburse  
13. the Association member for all appropriate expenses  
14. incurred as a result of these meetings. The President  
15. shall be the final determiner of the suitability of  
16. such attendance and reimbursement following initial  
17. approval by the administrator's supervisor.

18. b. Any office represented by a member of this Associ-  
19. ation may apply to the Board of Trustees through  
20. the Office of the College President for payment  
21. of institutional membership in professional  
22. organizations relating specifically to that  
23. office making said request. The determination  
24. of appropriate organizations shall be made jointly  
25. in each instance by the requestor, his immediate  
26. supervisor, and the College President.

27. Professional magazines other than those included

1. in institutional memberships as described above  
2. shall be secured through the Office of the Library  
3. Director. The appropriateness of the magazines and  
4. the number of magazines per office shall be determined  
5. jointly by the Library Director, the requestor, the  
6. requestor's immediate supervisor and the College President.

7. C. Insurance Programs:

8. 1. The Board shall provide without cost to the Association  
9. member full family health care insurance benefits under  
10. the New Jersey State Health Benefits Program (New Jersey  
11. Blue Shield/Blue Cross, including Rider J and Major  
12. Medical). The Board shall provide a prescription plan  
13. (\$1.00 per prescription) for each employee, spouse, and  
14. the employee's unmarried eligible dependents effective  
15. October 1, 1978, or as soon thereafter as possible.
16. 2. Each Association member shall receive the right to prepay  
17. his/her own premiums on all insurance to which he/she is  
18. entitled prior to, or during any officially approved leave  
19. of absence.

20. ARTICLE 5

21. GRIEVANCE PROCEDURE

22. A grievance is a claim or complaint by an Association member, group of  
23. Association members, or the Association hereinafter referred to as "Grievant",  
24. based upon an event which affects a condition of employment, discipline, or  
25. discharge, and/or alleged violation, misrepresentation or misapplication of  
26. any provision of this Agreement or any existing rule, order or regulation of  
27. the Board of Trustees. In the event that an Association member or a group of  
28. Association members, or the Association believe they have a basis for a Grievance,



1. he/she or they shall:
2.       1. First, informally discuss the grievance with the
3.             appropriate Dean or immediate supervisor.
4.       2. If, as a result of the informal discussion with the
5.             Dean, a grievance still exists, the Grievant may
6.             invoke the formal grievance procedure on the proper
7.             form, signed by the Grievant and the Association.
8.             This grievance, in writing, shall be presented to
9.             the Vice President of Academic & Student Affairs.
10.            The Vice President of Academic & Student Affairs
11.            shall, within seven (7) calendar days after receipt
12.            of the grievance meet with the grievant and the
13.            authorized Association representative in an effort
14.            to adjust the matter to the satisfaction of all con-
15.            cerned.
16.            The Vice President of Academic & Student Affairs shall
17.            make a decision and communicate it in writing to the
18.            grievant and the authorized Association representative
19.            within seven (7) calendar days after said meeting.
20.       3. Step Two - The decision of the Vice President of Academic
21.            & Student Affairs may be appealed in writing to the
22.            President of the College or the Vice President for
23.            Administration and Personnel within seven (7) working
24.            days after its receipt by the grievant and the authorized
25.            Association representative. The President of the College
26.            or the Vice President for Administration and Personnel
27.            shall within seven (7) calendar days after the

1. receipt of the appeal meet with the grievant and the  
2. authorized Association representative in an effort to  
3. adjust the matter to the satisfaction of all concerned.  
4. The President of the College or the Vice President for  
5. Administration and Personnel shall within seven (7)  
6. working days of said meeting make a decision and  
7. communicate it in writing to the grievant and the  
8. authorized Association representative.

9. 4. Step Three: Within fifteen (15) calendar days after  
10. receipt of the decision of the President of the College  
11. or the Vice President for Administration and Personnel,  
12. an appeal may be made by the grievant and the authorized  
13. Association representative to the American Arbitration  
14. Association for arbitration under its rules. The Board  
15. and the Association shall not be permitted to assert  
16. in such arbitration proceeding any ground or to rely  
17. on evidence not previously disclosed to the other party.  
18. The arbitration shall have no power to alter, add to or  
19. subtract from or modify this Agreement. Both parties  
20. agree to be bound by the award of the arbitrator and  
21. the decision of the arbitrator shall be final and  
22. binding on both parties.

23. The arbitrator's fees and those of the American  
24. Arbitration Association shall be shared equally by the  
25. Association and the Board, but each shall bear its own  
26. cost of presenting its case to the arbitrator.

1. 5. A grievance must be filed within thirty (30) calendar
2. days from the date on which the act which is the subject
3. matter of the grievance occurred or thirty (30) calendar
4. days from the date on which grievant should reasonably
5. have known of its occurrence.
6. 6. No reprisals of any kind shall be taken by the Board or
7. the Association against any individual for participating
8. in any grievance.
9. 7. The number of days indicated at each level should be
10. considered as maximum and every effort should be made
11. to expedite the process.
12. 8. All documents, communications and records dealing with
13. a grievance shall be filed separately from the personnel
14. files of participants.
15. 9. It is agreed that the aggrieved party and the Association
16. shall be furnished with all information in the possession
17. of the Board of Trustees for the processing of any
18. grievance.
19. 10. If a grievant has a grievance which he/she wishes to
20. discuss with the appropriate Dean, he/she is free to do
21. so without recourse to the grievance procedure. However,
22. no grievance shall be adjusted without prior notification
23. to the Association and an opportunity for an Association
24. representative to be present, nor shall any adjustment
25. of a grievance be inconsistent with the terms of this
26. Agreement. In the administration of the grievance pro-
27. cedure, the interest of the CCCAAP shall be the sole
28. responsibility of the Association.

11. A grievance may be withdrawn at any level. However, if  
2. in the judgment of the Grievance Committee, the grievance  
3. affects the welfare of the CCCAAP, the grievance may be  
4. continued to be processed as a grievance of the Association.

5. ARTICLE 6

6. Contracts & Dismissals

7. A. Contracts:

8. 1. Annual contracts stipulating professional title,  
9. salary and placement on salary schedule shall be  
10. issued by March 15th. When the Board of Trustees  
11. does not intend to reappoint an Association member  
12. notice of non-reappointment shall be given in writing  
13. not later than March 1st of the first academic year  
14. of service and not later than February 1st of the  
15. second or succeeding years of service.

16. 2. Said contracts are to be signed and returned to the  
17. Board of Trustees no later than April 1st.

18. B. Discharge Procedure:

19. 1. The cause of discharge of an Association member by  
20. the Board of Trustees shall be for the following  
21. reasons: inefficiency, incapacity, conduct unbecom-  
22. ing to an administrator or other just cause.

23. ARTICLE 7

24. Professional Compensation

25. A. Salary Payment:

26. 1. The salary of each Association member shall be paid  
27. in 26 equal payments.

1. B. Summer and Evening Session Salaries:

2. 1. The payment for teaching in the summer and during  
3. the evening session shall be made at the rate that  
4. the faculty receives per credit hour.

5. C. Overload and Part-time Compensation:

6. 1. Payment for counseling overload shall be made at  
7. the same rate that the faculty receives.

8. ARTICLE 8

9. EVALUATION

10. A. Purpose

11. The purpose of this evaluation is to develop the potentials of  
12. all association members and to provide reasonable criteria  
13. for granting promotion and/or re-appointment.

14. B. Frequency

15. 1. All Association members shall be formally evaluated at  
16. least once annually during their employment.  
17. 2. Association members must be given notice of the approximate  
18. time during which the administrative evaluation shall take place..

19. C. Elements

20. 1. The evaluation procedure shall consist of an administrative  
21. evaluation with the association member having the option of  
22. adding evaluations from any or all of the following:  
23. a. Peer evaluation  
24. b. Self-evaluation  
25. c. Student evaluation  
26. 2. All aspects of the formal evaluation procedure shall be  
27. considered.

D. Criteria

The administrative, peer and self-evaluation portions shall be based upon but not limited to the following criteria: communications and inter-personal effectiveness, departmental and/or institutional service, administrative effectiveness, relevant community service, and professional development.

1. Administrative evaluation

The Association member's immediate supervisor's evaluation shall be part of the administrative evaluation.

2. Student evaluation

Student evaluations of the association member shall be conducted by the immediate supervisor through a student opinion reporting system jointly agreed upon by the association and the college administration.

3. Peer evaluation

The peer evaluation shall be conducted by an evaluating committee jointly agreed upon by the association and the college administration. The evaluation committee shall prepare a written report based on the criteria set forth in Section D. The committee shall make specific suggestions for the improvement of the association members' effectiveness. Copies of the committee report shall be forwarded to the Association member's immediate supervisor and the Vice President for Administration and Personnel.

4. Self-evaluation

The self-evaluation will be presented in writing to the Association member's immediate supervisor and shall be based upon the criteria set forth in Section D.

1. E. Evaluation Reports

2. 1. All evaluation reports will be in written form and  
3. available to the Association member at the formal evalua-  
4. tion conference with the appropriate supervisor.  
5. 2. The Association member will sign the final evaluation  
6. signifying that it has been read and reviewed in con-  
7. sultation with the appropriate supervisor.  
8. 3. At the formal evaluation conference with the appropriate  
9. supervisor, the Association member will be given a copy  
10. of the final evaluation report.  
11. 4. All evaluation reports will be maintained in the  
12. Association member's official personnel file maintained  
13. in the office of the Vice President for Administration  
14. and Personnel.  
15. 5. The association member may append to his or her formal  
16. evaluation report, written comments pertinent to the  
17. evaluation.

18. ARTICLE 9

19. Miscellaneous

20. A. Copies of this Agreement shall be reproduced by the Board  
21. and distributed to all Association members now employed or  
22. hereafter employed by the Board for the duration of this  
23. Agreement.  
24. B. If any provision of this Agreement or any application of  
25. the Agreement to any employee or group of employees shall be  
26. found contrary to law, then such provision or application shall  
27. not be deemed valid and subsisting except to the extent

- 1. permitted by law, but all other provisions or applications
- 2. shall continue in full force and effect.
- 3. C. Except as this Agreement shall hereinafter provide, all
- 4. terms and conditions of employment applicable on the effective
- 5. date of this Agreement as established and in force on said
- 6. date shall continue to be so applicable during the term of
- 7. this Agreement. Unless otherwise provided in this Agreement,
- 8. nothing contained herein shall be interpreted or applied so as
- 9. to eliminate, reduce or otherwise detract from any benefits
- 10. existing prior to the effective date of this Agreement.
- 11. D. This Agreement shall be subject to ratification by the members
- 12. of the Association and by the members of the Board of Trustees.

13. ARTICLE 10

14. Duration of Agreement

15. This Agreement including its appendices shall be effective as of

16. July 1, 1978, and shall continue in effect until June 30, 1981. This

17. Agreement shall not be extended orally and it is expressly understood

18. that it shall expire on the date indicated.

19. BOARD OF TRUSTEES

19. ASSOCIATION

20. By Gabriel E. Sanchez  
Chairman

20. By Thomas R. Caspale  
Chairman of Negotiation Committee

21. By [Signature]  
Secretary

21. By Bernard Carlson  
Negotiating Committee Member

22. By \_\_\_\_\_  
Date of Signing

22. By Miriam Alvarado  
Negotiating Committee Member

23. By Joseph M. Williams  
Negotiating Committee Member



1. Appendix I

2. A. The Association fully accepts the statements on academic freedom  
3. and professional ethics as they are reproduced in the 1969 Board-  
4. Faculty Agreement. Also the Association requests that the  
5. following points which derive from the intent of these statements  
6. be adopted:

7. 1. An administrator's first responsibility is to the proper  
8. conduct of his office and the professional execution of  
9. his duties.
10. a. To achieve balance in professional evaluation, members  
11. of the administrative unit will create and execute a  
12. process of self-evaluation.
13. 2. An administrator's actions and the quality of his work  
14. may be evaluated by designated administrative representative,  
15. i.e. by that officer who understands the overall needs and  
16. interests of the college and the administrator's immediate  
17. supervisor.
18. 3. An administrator has a responsibility to make himself and  
19. his services available to students. Their academic, social  
20. and personal growth is his aim.
21. 4. The administrators retain a shared responsibility for the  
22. governance of the college together with the Trustees,  
23. President, faculty and students.
24. 5. The President should be the sole official channel of  
25. communication between the professional staff and the  
26. Trustees. Whatever mechanisms are used to get the benefit  
27. of faculty and administration thought on such matters as

basic curricular decisions, the budget, and conditions  
2. of employment, sound administrative practice allows neither  
3. side to bypass the Chief Executive Officer. As long as  
4. the Trustees retain a president in office, their only  
5. possible way to obtain good administration is to work with  
6. and through him.

7. Appendix II

8. Whenever full or part-time administrative or supervisory  
9. openings or vacancies occur during the year in the college adminis-  
10. tration, notice of such position(s) shall be posted and distri-  
11. buted to all Association members to provide appropriate and reasonable  
12. opportunity to apply for the position(s). Such posting notice shall  
13. include the deadline date for application. Upon request to the  
14. Vice President for Administration and Personnel, prospective appli-  
15. cants shall be given a copy of the job description which will include  
16. responsibilities, qualifications and salary offered.

17. In addition, a committee of the members of the Association shall  
18. be elected to have the privilege of recommending to the President  
19. prospective applicants for any administrative and faculty openings  
20. or vacancies which may occur during the year.

21. Appendix III

22. The President of the College shall meet once a month with the  
23. President or his designee of the Association to discuss and review  
24. matters of common concern.

25. Appendix IV

26. Deans and/or Supervisors shall be encouraged to place in the  
27. personnel file of each administrator information of a positive

nature indicating special competencies, achievements, performances,  
2. or contributions of academic, professional, or civic nature.

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

5. Personnel Files:

6. Those who supervise the work of Association members shall be en-  
7. couraged to place in the personnel file of each Association member  
8. information of a positive nature indicating special competencies,  
9. achievements, performances, or contributions of an academic, professional,  
10. or civic nature.

11. One personnel file for each Association member shall be maintained  
12. in the office of the Vice President for Administration and Personnel.

13. An Association member may inspect his/her file upon request.

14. No material derogatory to an Association member's conduct, service,  
15. character, or personality shall be placed in the personnel file of the  
16. Association member unless that Association member has had an opportunity  
17. to read such material. The Association member shall acknowledge that he/she  
18. has read such material by affixing his/her signature to it. Be it  
19. understood that such signature merely signifies that he/she has read the  
20. material in question and that it indicates neither approval or rejection  
21. of its contents.

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

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

27. No material provided by a student or students - except that

2. member's file.

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

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

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

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

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

Appendix V - Grievance Procedure Form

NAME \_\_\_\_\_

DATE \_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE RECEIVED BY ASSOCIATION: \_\_\_\_\_

ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FINAL DISPOSITION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association

(All forms are to be completed so that copies are available to all parties concerned at each step of the procedure).

APPENDIX VI - COMPENSATION

A.

1. The Board agrees to increase the salaries of each administrator in the Bargaining Unit 8% beginning July 1, 1978, and for the fiscal year 1978-1979.
2. The Board agrees to increase the salaries of each administrator in the Bargaining Unit 7½% beginning July 1, 1979, and for the fiscal year 1979-1980.
3. The Board agrees to increase the salaries of each administrator in the Bargaining Unit 7% beginning July 1, 1980, and for the fiscal year 1980-1981.

- B. The Board of Trustees upon the recommendation of the College President may grant special recognition to any member of the Association or Administrative Personnel who has made a significant contribution to the College. Said Administrative member may upon the recommendation of the President to the Board of Trustees receive a special salary adjustment in addition to the amount negotiated in this contract.