

UNIVERSITY OF
THE STATE OF NEW JERSEY
RUTGERS UNIVERSITY

AGREEMENT
BETWEEN
BOARD OF TRUSTEES
AND
ASSOCIATION OF ADMINISTRATIVE PERSONNEL

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

CAMDEN COUNTY COLLEGE
BLACKWOOD, NEW JERSEY
1972-1973

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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
3. State of New Jersey

4. and

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

7. This Agreement entered into this
8. by and between the Camden County College, hereinafter called
9. the Board, and the Camden County College Administrative Per-
10. sonnel Association, hereinafter called the Association.

11. Witnesseth:

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

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

22. Whereas, the Board has a statutory obligation, pursuant
23. to the Chapter 303 Public Laws of 1968, to negotiate with the
24. Association as the Representative of the college administra-
25. tion; and,

26. Whereas, the parties have reached certain understandings
27. 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
7. negotiating representative as defined in New Jersey Public
8. Law of 1968, Chapter 303, for full-time administrators presently
9. employed by the Board. The term Association as herein used
10. shall apply to those positions listed below:

11. Librarians

12. Counselors

13. Coordinator of Field Work

14. Director of Student Activities

15. Director of Admissions

16. Director of A. V. Services

17. Director of Financial Aid

18. Director of Placement and Transfer

19. Director of Information Services

20. Director of E.O.F.

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

24. ARTICLE 2

25. ASSOCIATION AND RIGHTS

26. A. Pursuant to Public Laws of 1968, Chapter 303 of the

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

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

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

1. regular duties.

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

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

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

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

1. ARTICLE 3

2. Conditions of Employment

3. A. Administrative Hours

4. Administrators recognize that the pattern or normal
5. office hours does not apply to them for there may be periods
6. of intensive work followed by slack periods. They recognize
7. that the emphasis in an administrative position is on getting
8. the job done for the well being of the students of the College
9. without regard to specific hours.

10. The distribution of hours of any administrative position
11. shall be determined jointly by the administrator, the admini-
12. strator's immediate supervisor, and the President of the
13. College.

14. B. Overload

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

26. C. Attendance at College Functions

27. 1. Association members attending college functions for
28. which academic attire is required shall have said

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

ARTICLE 4

Administrative Benefits

25. A. Paid Leaves of Absence
26. 1. Annual Vacation
27. a. Association members shall receive 21 days paid
28. vacation per contract year. An Association

1. member may use his earned vacation time during
2. the contract year in which the vacation time was
3. earned or he has the option to use his vacation
4. time in total or in part in the succeeding contract
5. year with the understanding of the immediate
6. supervisor and college president.
7. 2.. Sick Leave
8. a. Association members shall receive one (1) day per
9. month or twelve (12) days per year. Sick leave
10. may accumulate without maximum retroactive to
11. date of initial employment.
12. 3. Bereavement
13. a. Leave not to exceed five (5) days will be allowed
14. for each death in the immediate family. Family
15. shall mean: father, mother, mother-in-law,
16. father-in-law, siblings, wife, husband, children,
17. step-children and grandchildren.
18. b. In the event of the death of a member of a
19. family other than those previously listed, an
20. Association member may be entitled to one full
21. day to attend the funeral.
22. 4. Family Illness
23. a. In case of serious illness of a member of the
24. employee's household, determination of eligi-
25. bility for leave with pay shall be left to the
26. discretion of the President.
27. 5. Personal Leave
28. a. Leave not to exceed five (5) days per year

1. may be permitted at the discretion of the Presi-
2. dent for matters which cannot be cared for in
3. free time.

4. 6. Holidays

5. a. The members of the administrative staff shall
6. be excused from work with pay on those days
7. set as college wide holidays. There will be
8. a minimum of 12 such holidays per year.

9. B. Unpaid Leaves of Absence

10. 1. Professional Leave

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

22. 2. Exchange Teaching and Administrative Service

23. a. A leave of absence for one year may be granted
24. to any Association member by the Board of Trustees
25. upon application for the purpose of participating
26. in exchange teaching programs in other states,
27. territories or countries, or a cultural program
28. related to his professional responsibilities if

1. in the opinion of the Board such experience
2. shall benefit the College as well as the indi-
3. vidual. The Board may extend such leave beyond
4. the one year period. Upon return from such leave,
5. an Association member shall be placed at the
6. same position on the salary schedule on which he
7. would have been had he served in the College during
8. such period.

9. 3. Service in Professional Organizations

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

23. 4. Maternity Leave

24. a. Maternity leave from the mid-point of pregnancy
25. or upon recommendation of her physician to a
26. maximum of one year may be granted. Upon request,
27. the Board may extend such leave beyond the one
28. year limit.

1. 5. Admission to Courses
2. a. Association members are to be granted tuition free
3. entrance for credit or audit to any course offered by the
4. College. Association dependents (including spouse,
5. children) are to be granted tuition-free entrance for credit
6. to any classes for which they meet the course entrance
7. requirements.
8. 6. Graduate Tuition Reimbursement
9. a. Members of the Administrative Association may be reimbursed
10. for tuition and fees up to an amount per credit that doesn't
11. exceed the prevailing rate per graduate credit at Rutgers's
12. University. This includes graduate courses or their equiva-
13. lent (e.g. workshops) including summer session starting
14. July 1, 1972. Individuals enrolling in courses that begin
15. in June of 1972, but continue into July would receive reimbursement.
16. This clause shall be limited to 50% of the membership in any
17. given year. It will allow for one course per year up to 50%
18. of the membership with prior approval required by the President
19. of the College.
20. 7. Professional Improvement and Membership
21. a. Association members shall be permitted to attend at least one
22. annual meeting or convention of their particular area and all
23. state and regional meetings of relative consequence. The Board

1. shall reimburse the Association member for all
2. appropriate expenses incurred as a result of
3. these meetings. The President shall be the
4. final determinor of the suitability of such
5. attendance and reimbursement following initial
6. approval by the administrator's supervisor.

7. b. Any office represented by a member of this Asso-
8. ciation may apply to the Board of Trustees
9. through the Office of the College President for
10. payment of institutional membership in professional
11. organizations relating specifically to that office
12. making said request. The determination of appro-
13. priate organizations shall be made jointly in
14. each instance by the requestor, his immediate
15. supervisor, and the College President.

16. Professional magazines other than those
17. included in institutional memberships as des-
18. cribed above shall be secured through the Office
19. of the Library Director. The appropriateness
20. of the magazines and the number of magazines per
21. office shall be determined jointly by the Library
22. Director, the requestor, the requestor's imme-
23. diate supervisor and the College President.

24. C. Insurance Programs:

25. 1. The Board shall provide without cost to the Asso-
26. ciation member full Blue Cross-Blue Shield, Rider J
27. Rider J for the full twelve-month period.

1. ARTICLE 5

2. Grievance Procedure

3. A grievance is a claim or complaint by an Association
4. member, group of Association members, or the Association,
5. hereinafter referred to as a "Grievant", based upon an event
6. which affects a condition of employment, discipline, or
7. discharge, and/or alleged violation, misrepresentation or
8. misapplication of any provision of this Agreement or any
9. existing rule, order or regulation of the Board of Trustees.
10. In the event that an Association member or a group of Asso-
11. ciation members, or the Association believe they have a
12. basis for a Grievance, he or they shall:

13. 1. First, informally discuss the grievance with the
14. appropriate Dean or Administrator.
15. 2. If, as the result of the informal discussion with
16. the Dean or Administrator, a grievance still exists,
17. the Grievant may invoke the formal grievance proce-
18. dure on the proper form, signed by the Grievant and
19. the Association. Two copies of the grievance shall
20. be filed with the President or the College or a
21. representative designated by him.
22. 3. Within one week from the date of filing, the Presi-
23. dent or his designee shall meet with the Association
24. in an effort to resolve the grievance in writing
25. within one week said meeting.
26. 4. If the Association is not satisfied with the dis-
27. position of the grievance by the President or his
28. designee or if no disposition has been made within

1. the time limits in paragraph three (3), the grievance
2. shall be transmitted to the Board of Trustees by
3. filing a written copy thereof with the Secretary
4. of the said Board. The Board shall, within two
5. calendar weeks of the date of filing, either allow
6. the grievance or hold a hearing on the grievance.
7. No later than one calendar week thereafter, the
8. Board of Trustees shall indicate its disposition of
9. the grievance in writing to the Association.
10. 5. If the Association is not satisfied with the dispo-
11. sition of the grievance by the Board of Trustees,
12. or if no disposition has been made within the period
13. provided in paragraph 4, the grievance may be sub-
14. mitted to arbitration before an impartial arbitrator.
15. If parties cannot agree on an arbitrator, he shall
16. be selected pursuant to the rules and procedure of
17. the American Arbitration proceeding. The Board and
18. the Association shall not be permitted to assert in
19. such arbitration proceeding any ground or to rely on
20. evidence not previously disclosed to the other party.
21. The arbitrator shall have no power to alter, add to
22. or subtract from the terms of the Agreement. Both
23. parties agree to be bound by the award of the arbi-
24. trator and the decision of the arbitrator shall be
25. final and binding on both parties.
26. 6. The fees and expenses of the arbitrator shall be
27. shared equally by the parties.
28. 7. No reprisals of any kind shall be taken against

1. any Association member for participating in any
2. grievance. If any Association member for whom a
3. grievance is filed, processed or sustained shall be
4. found to have been unjustly discharged, he shall be
5. restored to his former position with full reimburse-
6. ment of all professional compensation lost.
7. 8. The number of days indicated at each level should be
8. considered as maximum and every effort should be
9. made to expedite the process.
10. 9. All documents, communications and records dealing
11. with a grievance shall be filed separately from the
12. personnel files of participants.
13. 10. It is agreed that the aggrieved part and the Asso-
14. ciation shall be furnished with all information in
15. the possession of the Board of Trustees for the
16. processing of any grievance or complaint.
17. 11. If a grievant has a grievance which he wishes to
18. discuss with the appropriate Dean or Administrator,
19. he is free to do so without recourse to the grievance
20. procedure. However, no grievance shall be adjusted
21. without prior notification to the Association and
22. an opportunity for an Association representative
23. to be present, nor shall any adjustment of a grie-
24. vance be inconsistent with the terms of this Agree-
25. ment. In the administration of the grievance proce-
26. dure the interest of the CCCAAP shall be the sole
27. responsibility of the Association.
28. 12. A grievance may be withdrawn at any level. However,

1. if in the judgement of the Grievance Committee the
2. grievance affects the welfare of the CCCAAP, the
3. grievance may be continued to be processed as a
4. 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
14. year of service and not later than February 1st of
15. the 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. C. 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 2^{1/2} equal payments.

28. B. Summer and Evening Session Salaries:

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

4. C. Overload and Part-time Compensation:

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

7. ARTICLE 8

8. Miscellaneous

9. A. Copies of this Agreement shall be reproduced by the
10. Board and distributed to all Association members now employed
11. or hereafter employed by the Board for the duration of this
12. Agreement.

13. B. If any provision of this Agreement or any application
14. of the Agreement to any employee or group of employees shall
15. be found contrary to law, then such provision or application
16. shall not be deemed valid and subsisting except to the extent
17. permitted by law, but all other provisions or applications
18. shall continue in full force and effect.

19. C. Except as this agreement shall hereinafter provide,
20. all terms and conditions of employment applicable on the
21. effective date of this agreement as established and in force
22. on said date shall continue to be so applicable during the
23. term of this agreement. Unless otherwise provided in this
24. agreement nothing contained herein shall be interpreted or
25. applied so as to eliminate, reduce or otherwise detract from
26. any benefits existing prior to the effective date of this
27. agreement.

28. D. This agreement shall be subject to ratification by the

1. members of the Association and by the members of the Board
2. of Trustees.

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ARTICLE 9

Duration of Agreement

This Agreement shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Board of Trustees

Association

By _____

By _____

Chairman

Chairman of Negotiating Committee

By _____

By _____

Trustee

Negotiating Committee Member

By _____

By _____

Trustee

Negotiating Committee Member

By _____

Date of Signing

Negotiating Committee Member

1. Appendix I
2. The Association fully accepts the statements on academic
3. freedom and professional ethics as they are reproduced in the
4. 1969 Board-Faculty Agreement. Also, the Association requests
5. that the following points which derive from the intent of
6. these statements be adopted:
 7. 1. An administrator's first responsibility is to the
 8. proper conduct of his office and the professional
 9. execution of his duties.
 10. A. To achieve balance in professional evaluation,
 11. members of the administrative unit will create
 12. and execute a process of self-evaluation.
 13. 2. An administrator's actions and the quality of his work
 14. may be evaluated by designated administrative
 15. representative, i.e. by that officer who understands
 16. the overall needs and interests of the college and
 17. the administrator's immediate supervisor.
 18. 3. An administrator has a responsibility to make himself
 19. and his services available to students. Their
 20. academic, social and personal growth is his aim.
 21. 4. The administrators retain a shared responsibility
 22. for the governance of the college together with the
 23. Trustees, President, faculty and students.
 24. 5. The President should be the sole official channel
 25. of communication between the professional staff
 26. and the Trustees. Whatever mechanisms are used to
 27. get the benefit of faculty and administration
 28. thought on such matters as basic curricular decisions,

1. the budget, and conditions of employment, sound
2. administrative practice allows neither side to by-
3. pass the chief executive officer. As long as the
4. Trustees retain a president in office their only
5. possible way to obtain good administration is to
6. work with 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
10. administration, notice of such position(s) shall be posted
11. and distributed to all association members to provide appro-
12. priate and reasonable opportunity to apply for the position(s).

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

17. Appendix III

18. The President of the College shall meet once a month with
19. the President or his designee of the Association to discuss
20. and review matters of common concern.

21. Appendix IV

22. Administrators shall be encouraged to place in the
23. personnel file of each administrator information of a positive
24. nature indicating special competencies, achievements, per-
25. formances, or contributions of academic, professional, or
26. civic nature. Any such materials received from outside, com-
27. petent, responsible sources shall also be included in the file.

28. Personnel Files

1. Two personnel files shall be maintained for each administrative member, one an administrative file kept in the office of the President and the other in the Office of the Administrator's immediate supervisor.

2. 1. There shall be a personal file in the immediate supervisor's office which shall include but not be limited to the following:

- 3. a. Personal Information
- 4. b. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request.
- 5. c. Records generated by the college.
- 6. d. Memoranda of discussions between the employee and his supervisor relating to evaluations of the employee's professional performance. It is important to note that the purpose of the written entries in an administrator's file is primarily that of developing a profile indicating his strengths, shortcomings, and progress.

7. No materials shall be placed in the employee's personal file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refused to initial any document after having been given an opportunity to read the same, a statement to that

1. effect shall be affixed to the document. The personal file
2. in the immediate supervisor's office shall be available for
3. examination by the employee at his request.
4. 2. There shall be a separate administration file main-
5. tained by the President which shall contain:
6. a. All materials requested by the College or supplied
7. by the employee in connection with the employee's
8. original employment:
9. Such items shall be confidential and not made
10. available for review to any faculty member, de-
11. partmental, or College committees (with the
12. exception of the Professional Standards Com-
13. mittee) or to any external agency or individual
14. (except the Association's Grievance Committee).
15. b. All written reports of the employee's academic
16. and professional performance. The administra-
17. tion file shall be available only at the discre-
18. tion of the President or to the Association
19. member at such time when an action regarding the
20. member's status is being considered.