

ARTICLE I
RECOGNITION

26-1
Negotiating Draft 1-10-67

The Board hereby recognizes the Cumberland County College Faculty Association as the exclusive negotiating representative as defined in Public Law 303, for all full-time professional personnel presently employed or hereafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, degree librarians, Director of Admissions and Assistants to the Dean. This shall exclude the President, the Business Manager, the Dean of Instruction, and the Dean of Student Personnel Services as well as Administrative Assistants and the Director of Public Information. The terms faculty and/or instructor(s) as herein used shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

In the event any faculty member in the excluded category is assigned secondary duties which may be in the included category they shall, however, remain excluded from the negotiating unit.

The question of the inclusion of the Department Chairmen in the negotiating unit has been mutually agreed to be submitted to PERC. The Board of Trustees maintains the position that Department Chairmen are excluded from the negotiating unit.

Cumberland County College Board of Trustees
and

Cumberland County College Faculty Association

1967

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations 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 terms and conditions of employment at Cumberland County College. 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 faculties, be reduced to writing, be signed by the Representatives of the Board, and the Association, and be adopted by the Board and by the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association upon request a list of the names, professorial ranks, positions or titles, salaries and years of service of every person covered by this Agreement, both tenure and non-tenure. Tenure personnel shall be permitted to inspect, copy from, or reproduce their individual personnel records--but not other members of the association.

As soon as the college budget is presented to the Board of School Estimate, a copy of this budget will be forwarded to the president of the Faculty Association.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power

to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D.(E) Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board 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 applied so as to eliminate, reduce, nor otherwise detract from any full-time faculty benefit existing prior to its effective date.

E.(F) The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

F.(G) Either party will have the right to caucus at any time. The maximum length of time for a caucus shall be 15 minutes unless a longer time is granted by mutual agreement.

G.(H) When an agreement has been reached on a particular article or sub-article, the chairman of each party will initial the article to indicate agreement has been reached between the respective negotiating parties.

H.(I) When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for the services of a mediator in accordance with Chapter 12 of Rules and Regulations and Statement of Procedures of the N. J. Public Employment Relations Commission.

- I. (J.) All issues not agreed to by January 15, 1967, will be extended by mutual agreement to January 31, 1970. Thereafter, either party to the negotiations may declare an impasse and have unresolved issues submitted to PERC.
- J. (K.) All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i. e., caucusing, typing, duplicating, etc., within said building.
- K. (L.) Each negotiating session shall be held between the hours of 7:30 p. m. and 10 p. m. with extension by mutual agreement. There shall be one session per week unless otherwise agreed.
- L. (M.) During the course of negotiations nothing herein contained shall limit the right of the Board of Trustees and its committee to be consulted as to areas deemed by the Board negotiators as necessary for a prompt and efficient resolution of issues, nor of the right of the Board negotiating committee to consult with the managerial personnel in their particular areas of assignment.
- M. (N.) Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the college pursuant to their rights under the Constitution and laws of the State of New Jersey.

ARTICLE III

ASSOCIATION AND INSTRUCTORS' RIGHTS

- A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New Jersey, the Board hereby agrees that all full-time, non-supervisory faculty members (as herein defined) shall have and shall be protected in the exercise of, the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activity. Pursuant to such right the faculty association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association--Faculty members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Members of the Association shall have the right to attend meetings of the Association, except that classes or other regularly scheduled assigned responsibilities may not be canceled by any member in order to attend such meetings. No charge shall be made for the Association's use of college facilities for such meetings. Use of college facilities shall be in accordance with established Board policies.
- The Association shall have the right to post notices of its activities and matters of Association concern on Faculty bulletin boards in the faculty lounge and in the faculty office complexes. The Association may use the college mail service

- and Faculty mail boxes for its approved communications to all faculty members.
- E. The Association shall have the right to use, with permission, college facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Payment shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damage to any equipment used for said purposes.
- F. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such faculty member.
- G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- H. An Association representative may have his appearance noted on the agenda of any regular Board meeting if notice of intent is filed with the President ten days prior to the date of the meeting.
- I. There shall exist a committee known as the Orientation and Registration Committee. The President of the College shall designate three (3) members and the Faculty Association shall designate three (3) members of this committee. The committee shall assist in developing with the President the Faculty Orientation and Registration procedures for each academic year. The President shall make the final decision regarding the Faculty Orientation and Registration procedures for each academic year. The President shall make the final decision

regarding the Faculty Orientation and Registration procedures. The tentative schedule adopted by the President is to be published on or before June 30 of each calendar year.

6. A faculty position at the college is considered a full-time responsibility. It is understood that outside employment shall in no way be permitted to interfere with college-assigned responsibilities. Abuse of this provision may be cause for non-renewal of contract.

B. Course Assignment

Course assignments shall essentially be determined at the departmental level, subject to the review and approval by the Dean of Instruction. The Dean of Instruction will confer with the department chairman and the instructor involved when circumstances require an unusual amount of class preparation.

C. Office Hours. Faculty members shall maintain at least one hour per day or additional hours as may be required for consultation with students. Such hours shall be in addition to the faculty member's regularly scheduled classes. Consistent with the needs of the college, faculty members shall not ordinarily be required to maintain a consultation schedule on a day on which the faculty member has no scheduled classes.

In the event that no appointments are scheduled during any consultation period, the faculty member may proceed with other work on campus, but shall be available by telephone to return to the faculty complex for consultation.

In no event shall a faculty member maintain less than five hours per week for consultation with students.

D.1. The faculty is encouraged to attend college-sponsored affairs; the faculty would be required to attend only those affairs specifically indicated as mandatory, and then only after proper notification.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

A. Basic Load

1. For the full-time faculty, the normal teaching load shall not exceed 30 credit hours or 40 contact hours per academic year, whichever shall be reached first.
2. Evening classes may be required as part of a faculty member's regular load.
3. Full-time faculty shall be given proper consideration for teaching courses in his area of competency during summer sessions which are not regarded as part of a regular contract.

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4. Payment for teaching in the summer session shall be made on the basis of \$200.00 per credit hour, each class offering being subject to a specified minimum enrollment to guarantee salary and estimated cost of instructional materials.

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5. Consistent with the needs of the Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, full-time faculty will ordinarily be given first priority for overload assignments. Full-time faculty will be given due and proper consideration for such assignments. The policy of the Cumberland County College is that adjunct faculty will not be used in a manner so as to replace the need for full-time faculty.

Final decision as to the adjunct faculty shall rest with the president and the Board of Trustees.

ARTICLE V

FACULTY BENEFITS

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness, illness of dependants, or members of his immediate family, is allowed sick leave each year without deduction in pay on the following basis:

Ten-month employees - 10 working days sick leave per year

Twelve-month employees - 12 working days sick leave per year

2. Concurrently with the beginning date of the Fall term, a statement designating the number of accumulated days to which a faculty member is entitled, the number he has consumed, and the number remaining in his account will be issued by a staff member designed by the President of the College.
3. Although sick leave allowance is accruable without limit, it is not payable upon leaving college employment.
4. Although sick leave may not be credited during a leave-of-absence, an employee does not lose accumulated sick leave while on a leave-of-absence.

B. Bereavement:

1. Leave not to exceed five days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, wife, husband, siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the employee.

Re: Personal Leave;

There is no necessity for "personal leave" with the type of schedule maintained by college departments. In public school as in other types of employment, a daily schedule requiring one's continuous presence on the job makes provision for some type of personal leave desirable. However, since a college teaching schedule is in no way as demanding, the same need for personal leave does not prevail.

Re: Admission to Courses:

- a. This type of provision may be interpreted as illegal as was the case in New York State.
 - b. This provision may be construed to be discriminating in that it favors the extension of a privilege to one group of the population to the exclusion of others.
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Re: Tuition Reimbursement

Since further education is considered as a qualification and criterion for re-appointment and for promotion, a faculty member is given adequate "reimbursement". Were his tuition to be paid and the same courses for which he already has been compensated also considered as a qualification and a criterion for re-appointment, tenure and promotion, he would be compensated twice for the same qualification.

C. Leaves of Absence:

1. Advanced Study

Upon the recommendation of the President of the College, leave of

absence without pay may be granted for one year by the Board of Trustees to any faculty member upon application for the purposes of advanced studies, if, in the opinion of the President and the Board, such studies shall benefit the College as well as the individual. Upon application, such leave may be extended beyond the one-year limit.

2. Exchange Teaching

A leave of absence for one year may be granted to any faculty member by the Board of Trustees upon the recommendation of the President for the purpose of participating in exchange teaching programs in other states, territories or countries, if, in the opinion of the President and the Board such experience shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year period.

The replacement will be properly qualified for the duties he is to perform.

3. Maternity Leave

Unpaid maternity leave for a minimum of eight months and a maximum of twelve months may be granted by the Board upon the recommendation of the President and at the request of the faculty member. The leave shall commence at least four months prior to the expected date of childbirth and will extend for a period of at least four months after delivery. A doctor's certificate is required indicating ability to return.

4. Military Leave

A military leave of absence without pay is granted to a full-time faculty member if he enlists, is drafted or is ordered to active duty in the armed forces of the United States. All provisions of the State and Federal Leave detailing military training in the armed forces of the United States will apply.

5. Political Activities

A faculty member who is elected or appointed to a public office which requires his absence from duty with the College may be granted a political leave of absence without pay for the duration of such public service, except as provided by State Law.

6. Professional Improvement

The present policy as set forth in the Faculty Handbook on page 31 is equitable and in the best interest of the College and faculty.

- (1) Faculty members are encouraged to attend appropriate and worthwhile professional meetings.
- (2) To the extent possible, the College will assist in payment of expenses of attendance at professional meetings. Except in unusual circumstances, an expense allowance will not be given to a teacher for attending more than one meeting per year.
- (3) Expenses will be paid only for meetings in the State, except where the teacher has a significantly important part in the program of a national professional association meeting outside the State.
- (4) In the event several faculty members desire to attend the same meeting any travel allowance will be prorated among them, or paid to the person(s) providing transportation, assuming five passengers to the car.
- (5) A written request to attend a professional meeting must be submitted to the Dean of Instruction two weeks prior to the date planned for departure to the meeting. The request should contain an estimate of the cost of attendance. Attendance is not approved unless a written authorization has been received from the Dean. Expenses will not be paid in any case where attendance has been without prior approval. "

7. Sabbatical Leave

Sabbatical leaves shall be granted by the Board subject to the following conditions;

- a. The faculty member must have completed seven (7) years continual service at the College, since beginning service or since his last sabbatical leave.
- b. The leave must be applied for at least one year in advance, with the specific study or research purpose clearly stated in the application.
 - (1) Applications shall be submitted to a committee consisting of three (3) members appointed by the Association and three (3) members appointed by the President
 - (2) After careful consideration of all applications, the committee shall recommend candidates for leave to the President, who may accept or reject any or all recommendations.
- c. Sabbatical leaves may be one semester or two semesters in duration. Full salary will be paid for a one semester leave, and half-salary for a two-semester leave.
- d. The responsibility of locating a fully-qualified replacement for a faculty member on sabbatical is primarily that of the faculty member. All replacements must have the approval and recommendation of the Department Chairman and the appropriate Dean.

D. Insurance Programs

At no cost to the faculty member, the Board will provide for him and his eligible dependents the health insurance benefits of the following plans:

1. Blue Cross Hospitalization
2. Blue Shield Medical and Surgical

3. Rider J

4. Major Medical

E. Health Services

Any physical exams and immunizations required by the Board shall be done at the expense of the Board.

Re: Grievance Procedure

There is no provision in P. L. 303 which requires a grievance to be carried to arbitration.

As a compromise position: The grievance may be referred from the President to the Board of Trustees who will appoint a fact-finder to report directly to the Board. The Board will then hold a hearing and its decision shall be final.

ARTICLE VI

SALARIES

A) The Cumberland County College Salary Schedule - ⁷⁰⁻⁷¹~~1967-70~~

<u>Rank</u>	<u>Increment</u>		<u>Minimum</u>		<u>Maximum</u>
Instructor	400	(7367)	8,000	(8,000)	11,200
Assistant Professor	450	(8150)	9,000	(10,000)	11,700
Associate Professor	550		12,000	(13,200)	15,300
Professor	700		14,000	(15,400)	18,200

1. Increments provided in the salary guide are not automatically given. All increments are awarded by the Board of Trustees upon the recommendation of the President.
2. Faculty members may be employed at steps higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
3. A candidate is not automatically entitled to placement in the top rank for which his academic and experience credits make him eligible. The President may recommend employment at any rank at or below the level of the noted qualifications.
4. Faculty members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with personnel policies established by the Board of Trustees.
5. The Board of Trustees may appoint any professional staff member in any rank and at any step in the salary schedule on the recommendation of the President.

B. Academic Ranks:

Qualifications for academic ranks are not negotiable. They represent minimal education and experience requirements to permit a professional scholar to function effectively in the academic environment of higher education.

C. Professional Standards Committee

1. A Professional Standards Committee shall review faculty qualifications for promotion in academic rank, tenure and retentions, and recommend qualified and worthy faculty to the President of the College. This committee shall be composed of the following: Dean of Instruction and Dean of Student Personnel Services; and five faculty members selected from the full-time faculty for a term of one year and representative proportionately of the academic departments constituting the Liberal Arts (two-fifths) and the Career Technologies (three-fifths) duly nominated and elected by written ballot at a faculty meeting convened by the President of the College in October of each year. No one may be elected to serve on this committee for more than two successive years. The President of the College shall be an ex-officio member of this Committee.
2. To be considered by this committee for academic promotion, a faculty member must apply in writing on an approved form drawn up by this committee or be nominated by his Department Chairman or by any member of the Professional Standards Committee. In any event, to be eligible for consideration he must be recommended by his Department Chairman. The personal qualities to be considered in evaluating members of the faculty for promotion are:
 - a. Teaching effectiveness,
 - b. Professional development,
 - c. Student counseling and guidance,
 - d. Contributions to campus life,
 - e. Scholarly achievement,
 - f. Mastery of subject matter

"Mastery of Subject Matter" as defined in the Faculty Handbook under "Academic Promotion" has been ignored in the Association Proposal. Ignoring such requirement makes faculty ranks unnecessary since Educational and Experience qualifications establish a rank. To promote to a rank without satisfaction of the basic criteria for appointment to that rank (Education and Experience) is to negate the entire system. In a fast changing educational environment advanced education must be insisted upon.

3. This committee shall review the members of the faculty to be considered for tenure and retention. After reviewing the qualifications of each faculty member, the committee shall submit written recommendations to the President. The President shall consider these recommendations along with those of the Department Chairman.
 4. Final decision on recommendations to the Board of Trustees for promotion, tenure, and retention shall rest with the President of the College. Necessarily, because Board action is required, final decision on promotions, tenure and retention must rest with the Board of Trustees.
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5. The reference contained in the Association Proposal, "When the President of the College does not accept the recommendations of the Professional Standards Committee he shall so notify the committee in writing, and list the reasons for his decision" is superfluous and unnecessary. The preceding item No. 4 places the final decision on recommendations to the Board of Trustees with the President. Since he is asking for recommendations from the committee it is to be assumed that he would not entirely ignore such recommendations.

ARTICLE VII

CONTRACTS AND DISMISSAL

A. Contracts

1. Annual contracts stipulating academic rank, salary, and a method of payment shall be issued sixty days prior to the end of the academic year. When the Board of Trustees does not intend to reappoint a faculty member, notice of non-reappointment shall be given in writing sixty days prior to the effective date of the termination of contract.

The above provision is in accordance with the Board of Trustees' policy concerning notice of non-reappointment, and is in accordance with the County College Law 18A:64-A-13 which provides that:

"The teaching staff employees and administrative officers other than the President of the County College are hereby held to possess all the rights and privileges of teachers employed by local boards of education."

It is the right and privilege of a Board of Education to specify the number of days required for termination of contract, both by the Board of Education and teacher.

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2. Said contracts are to be signed and returned to the President of the College within thirty days.

The next paragraph in the Association Proposal is again superfluous: "Each tenure faculty member shall receive an individual contract continuing employment." Governed by law, no mention need be made of annual contracts for tenured faculty in a negotiated document.

B. Discharge Procedure

Provided by the Grievance Procedure, this is not negotiable. The law protects the rights of an individual faculty member, and the Board presently has a policy set forth in the Faculty Handbook pertaining to "termination of the services of tenured faculty for the following reasons only: "moral turpitude, insanity (legally defined), incompetence, and physical disability. In all cases where the dismissal is contested, the faculty member shall be informed in writing of the charge or charges against him, and shall have the opportunity of a hearing before the Board

of Trustees. He shall be permitted to have with him an advisor of his own choosing who may act as counsel. There shall be a full stenographic report of the hearing available to the parties concerned."

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement the term "Grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit, concerning the meaning and application and the alleged variations of the express written provisions of this Agreement.
- B. For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "Grievant".
- C. Informal Procedure

In the event that a grievance shall exist the grievant shall informally discuss the grievance with the Department Head or the appropriate administrator.

- D. Formal Procedure

If, as a result of the informal discussion with the Department Head or administrator, the grievance is unresolved the grievant may invoke the formal grievance procedure by submitting a grievance, no later than five working days after the conclusion of the informal discussion, in the following manner:

Step 1 - The grievance will be submitted by the grievant in writing to the appropriate dean on a form prepared by the Board. Copies of this completed form shall be provided to the grievant and to the Association. The employee and the Association will meet with the appropriate dean and the involved Department Head or administrator for the purpose of resolving the grievance. The appropriate dean shall give the answer in writing with respect to the grievance within five working days after receipt of the written grievance.

Step 2 - If the grievance is not satisfactorily settled in Step 1, within five working days after receipt of the answer in Step 1, the grievant shall file two copies of the written grievance with the President of the College or a representative designated by him.

Within seven working days from the date of filing, the President or his designee shall meet with the grievant, the involved Department Head or administrator, the appropriate Dean, and a representative of the Association in an effort to resolve the grievance. The President or his designee shall designate the time and place of the meeting and the President or his designee shall state his disposition of the grievance in writing within seven working days of said meeting.

The decision of the President shall be final and binding upon the grievant and all parties to this agreement.

- E. Saturdays, Sundays, Holidays and any days on which the College shall not be open shall be excluded from the computation of "working days" as the term is used in this procedure.
- F. Nothing contained herein shall be construed as limiting the right of any employee or group of employees having an employee problem to discuss the matter informally with any appropriate member of the administration of the College and having the problem adjusted, provided the adjustment is consistent with the terms of this Agreement.
- G. It shall be the general practice of all interested parties to process grievances during designated "college free time". In other words, at a time which would not necessitate the cancellation of classes, student consultation or counseling hours.
- H. The number of days indicated at each Step shall be considered as maximum and every effort shall be made to expedite the process. However, the time limits as stated in this procedure may be extended by written agreement between the President of the College and the Association. The failure to file a grievance within the prescribed time limit shall constitute a waiver of the grievance.
- I. Failure by the Grievant at any Step to appeal a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision rendered at that Step.

Failure of the administration to submit a written disposition to the Grievant or Grievance Committee Chairman within the specified time limits shall be deemed to be acceptance of the grievance at that Step.

- J. It is expressly understood and agreed that in addition to the exclusions from the provision of this grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure in this Agreement:
 1. Matters involving the sole discretion of the Board of Trustees including, but not limited to, the Board's rights provision of this Agreement.
 2. Any question concerning the duration of the contract.
 3. Any matter where the Board is without the expressed or implied authority to act.
 4. Any action of the Board which is prescribed by law.

- K. No reprisals of any kind shall be taken against any faculty member for participating in the Grievance Procedure.

- L. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limit set forth herein may be altered by mutual consent so that the grievance procedure may be concluded at the termination of the Agreement or as soon thereafter as is practicable.

ARTICLE IX

THE BOARD OF 'TRUSTEES' RIGHTS

- A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- B. Any of the rights, powers or authority the Board had when there was no collective bargaining representative or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement, and any other Agreement that may hereafter be made by the parties.
- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employes during working hours.

ARTICLE X

NON-ASSIGNMENT OF CONTRACT

This contract cannot be assigned by the Association without the prior expressed written consent of the Board of Trustees.

ARTICLE XI
PERSONNEL FILES

+ Official faculty files shall be maintained in accordance with the following procedures:

1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, research, performances, or contributions of an academic, professional or civic nature. All material received from faculty committees, department chairmen or other responsible sources concerning a professor's teaching ability, service, character or conduct must be signed by said person (s) before being placed in a faculty member's personnel file.

The rest of the items are not negotiable. Files are the property of the Administrator whom they serve.
