

Contract # 1945

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LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

MAY 4 1994

RUTGERS UNIVERSITY

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

BOARD OF TRUSTEES

AND

CUMBERLAND COUNTY COLLEGE

ADMINISTRATORS ASSOCIATION

July 1, 1993 to June 30, 1997

RUTGERS UNIVERSITY

MAY 4 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

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ARTICLE I - RECOGNITION

A. The Cumberland County College Board of Trustees, hereinafter referred to as the College or board, hereby recognizes the Administrators Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1, et seq., for all full-time professional personnel presently employed by the College during the term of this contract in the positions of Directors, Division Chairpersons and the Superintendent of Buildings and Grounds, but excluding the following:

Director of Human Resource Development

Director of Legal Assistants Program

Director of Radiography

Director of Community Relations

Director of Accounting Services

Managerial Executives

Police

Craft Employees

Non-Supervisors Employees

Non-Professional Employees

Confidential employees within the meaning of the Act and pursuant to the Sidebar Memorandum of Agreement executed on July 15, 1993 (PERC Docket No. RO-93-167) (Appendix A) as modified in Section B, below.

All other personnel

In the event anyone excluded is assigned secondary duties which may be in the included category, they shall, however, remain excluded from the negotiation unit.

B. Paragraph 3 of the Sidebar Memorandum of Agreement executed on July 15, 1993 (PERC Docket No. RO-93-167), attached hereto as Appendix A, shall be modified to provide that any bargaining unit employee designated by the College to serve in a confidential status shall continue to serve in such status for the duration of the collective negotiations agreement(s) which the employee participated in negotiating as a representative of the College. If such an employee terminates his or her employment or changes their position, such that they will no longer be a member of this unit during the term of said agreement(s), the College may designate a replacement from the bargaining unit. The College may designate new bargaining

unit employees to serve in a confidential status when the College prepares for the negotiation of new collective negotiations agreement(s). In all other respects, Paragraph 3 of the Sidebar Memorandum of Agreement executed on July 15, 1993, (PERC Docket No. RO-93-167), attached hereto as Appendix A, shall remain in full force and effect.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, 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 the Agreement expires. Any Agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public.
- C. As soon as the College budget is approved by the Board of School Estimate, a copy of the budget shall be forwarded to the President of the Administrator's Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party, with the exception of the confidential employees per the Sidebar Memorandum of Agreement attached hereto as Appendix A. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counter-proposals in the course of negotiation.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement pertaining to persons 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 applicable during the term of this Agreement. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any full-time benefit prior to its effective date.
- F. The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.

- G. Either party shall have the right to caucus at any time.
- H. When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.
- I. When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the Public Employment Relations Commission for the services of a mediator in accordance with Chapter 12 of Rules, Regulations, and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- J. Meetings of the negotiating parties may be held in the Board Room of the Administration Building of Cumberland County College. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc.
- K. Each negotiating session shall be held between the hours of 7:30 p.m. and 10:00 p.m., and/or times of mutual agreement. There shall be one session per week unless otherwise agreed.
- L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the College pursuant to his or her rights under the Constitution and Laws of the State of New Jersey.

ARTICLE III-INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full-time unit 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 Administrator's Association herein recognized, or to refrain from such activities. Pursuant to such rights, the Administrator's Association shall have the right to negotiate with the Board with respect to grievances and terms and conditions of employment.
- B. The Board and Association recognize that all Association members are entitled to full rights of citizenship and the right to engage in all lawful activities, provided that these activities shall in no way interfere with the obligations owed by Association members to the College. Association members shall retain all rights accruing to them under the School Laws of the State of New Jersey pertaining to County Colleges, (Title 18A of the New Jersey Statutes), and the regulations enacted thereunder.
- C. Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be cancelled by any member in order to attend such meetings. All meetings will be scheduled outside of the normal work day. No charge shall be made for the Association's use of College facilities for such meetings.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards in the staff lounge and the unit members' office complexes. The Association may use the College mail service, unit member mailboxes, and voice mail for its approved communications to all unit members.
- E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

The Association shall supply at its own cost all materials, stationery, and other supplies required for use in carrying on the administrative, financial, or operative functions of the Association, except as herein provided.

With prior approval of the President or a designee, the Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, long distance calls, shall be paid for by the Association. The Association will purchase an autotron for using the copying machine in the Academic Building. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

F. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex, or marital status.

G. If a duly-authorized Association representative wishes to address the Board of Trustees on a matter pertaining to labor relations between the College and the Association, such representative will file a written request to address the Board of Trustees with the Board President at least five days prior to the scheduled Board meeting at which the representative wishes to appear.

H. The Board and Association shall adhere to the Principles on Academic Freedom, as delineated in the faculty contract, for administrators who teach. A copy of said Principles shall be attached as Appendix B to this collective negotiations agreement.

I. Meeting Room

A room shall be made available to the Association for one hour per week, at an hour to be specified outside of the normal work day.

J. Announcement of Positions

Announcements of professional position vacancies, new positions, and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all unit members, through interoffice mail. Those who are not working shall be

mailed notices to their home addresses, which shall be on file in the President's Office. Should it be necessary to announce a position opening or vacancy during a vacation period, notices shall be mailed to all non-working unit members. The five days prior to publication shall be calculated from the date of mailing. Unit members are responsible for notifying the Director of Human Resource Development of their vacation schedules.

K. Personnel Files

The official personnel file for each unit member shall be maintained in the President's Office. Unit members shall be permitted to inspect, copy from, or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the supervisor's office. Each unit member shall receive a copy of all annual evaluation materials upon request. Access to the personnel file will be facilitated by the Director of Human Resource Development or a designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Materials contained in personnel files shall not be disclosed to individuals not in the employ of the College without prior notice to the employee.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. College Day/Work Week

1. The College day extends from 8:00 a.m. to 10:00 p.m. on Monday through Friday, and Saturday from 8:00 a.m. to 4:00 p.m. The normal work week for unit members shall be 35 hours over a five consecutive day period, excluding a one-hour lunch period daily. The College may modify the work week or establish a new work week provided it meets and confers with the Association a reasonable time prior to implementing same.
2. It is recognized that unit members are required to perform services which may be beyond that which would normally be accomplished within the usual work week. When a unit member is given an assignment outside of his or her normal job responsibilities or beyond that which would normally be accomplished within the usual work week, compensatory time shall be granted but must be pre-approved by the appropriate Dean. The appropriate dean may grant "flex-time" for Saturday administration and/or adjunct faculty workshops and orientations in lieu of compensatory time.
3. Use of compensatory time will be arranged between the unit member and the appropriate Dean and will be taken within 60 work days of the overtime worked.

B. Teaching

1. Division chairs shall not be required to teach effective July 1, 1994. However, if the Division chair requests and is granted a teaching assignment, the Division chair will be offered a two and one third (2-1/3) clock hour reduction in the normal work week for each credit hour taught. Teaching assignments shall be made at the discretion of the Dean of Instruction, shall become part of the normal work week, and will not constitute an overload. Division chairs without teaching responsibilities will be assigned to work on other tasks and/or projects assigned by the Dean. In no event will the Division chair be assigned more than two (2) courses per year (July 1 to June 30) as part of his/her normal work week.
2. Division chairs will be permitted to teach two (2) overloads per semester up to nine contact hours per year. Payment for teaching an overload shall be made in accordance with the rate established in the faculty contract.

3. Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.
4. Administrators shall be given the opportunity to teach available courses offered in keeping with the provisions of the faculty contract.
5. Team Teaching and Elected supplemental teaching as defined in the faculty contract shall count toward the maximum permissible teaching assignments stated in Article IV-B1 and B2 above.

C. Graduation

Unit members are required to attend graduation exercises. Academic regalia, if required, shall be supplied and paid for by the Board.

D. Development Days

Unit members shall be required to attend nine (9) Professional Development Days per year. Normally the schedule for Development Days shall be: no more than three (3) outside the Fall and Spring semesters, three (3) during the Fall semester, and three (3) during the Spring semester. When attendance is required for a Professional Development Day, a notice of required attendance shall be sent to unit members at least two weeks before the scheduled meeting.

ARTICLE V - ADMINISTRATOR'S BENEFITS

A. Sick Leave

1. A unit member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:

Ten Month Employee - 13 working days sick leave per year

Twelve Month Employee - 15 working days sick leave per year

2. Although sick leave may not be credited during a leave of absence, administrators do not lose accumulated sick leave while on leave of absence.
3. Sick leave is accruable without limit. Unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under any of the following circumstances:
 - a. Death of the unit member (paid to Estate)
 - b. Retirement of the unit member
 - c. Leaving the institution in good standing after 20 years of service prior to retirement.

The severance payment shall not exceed the maximum paid by Cumberland County to its employees. If the County increases its maximum payment, the increase in the College's maximum will take effect in the fiscal year following the County's increase. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing after twenty (20) years of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement.

B. Vacation for Twelve-Month Employee

1. Twelve-month employees shall have twenty working days vacation per year, not including the regular employee holidays.
2. Unit members with work years of less than twelve months, including newly-hired unit members hired after July 1 or September 1, as applicable, shall receive vacation days per year based upon the following formula: $1.67 (20 \div 12)$ multiplied by the number of months in the unit member's work year.
3. A total of ten (10) vacation days may be carried into the subsequent fiscal year. Vacation days beyond ten (10) not used by the end of the fiscal year will be deducted from the unit member's accumulated balance.
4. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have the first option).

C. Paid Holidays

Independence Day	Day after Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King's Birthday
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas	Easter Monday
Christmas Day	Memorial Day

1. Any holiday that falls on a day other than a normal work day will be observed on a day scheduled by the College.

D. Bereavement

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, spouse, siblings, grandparents, parent-in-law, grandchildren, and members of the family living in the same household with the unit member. In the case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time.

E. Personal Leave

1. Personal leave with prior approval of the appropriate Dean may be granted for a maximum of five days in any one year for the following reasons:
 - a. Personal court appearance;
 - b. Marriage of employee;
 - c. Approved personal business which cannot be handled outside scheduled hours with the reason specified or verbally communicated to the appropriate Dean; and
 - d. Any other emergency or urgent reason which is not included in "a" to "c" above when approved by the Dean.
2. Procedure for Requesting Personal Leave:
 - a. A formal request shall be written to the appropriate Dean. This request shall include the specific reason for the requested leave and the date of the absence.
 - b. This request shall be submitted to the Dean as soon as possible, but not later than one week prior to the anticipated absence.
 - c. All personal leaves are official only after receipt of the approval of the Dean.
 - d. Where appropriate, the reason(s) for the personal leave may be verbally communicated directly to the Dean.
3. Personal leave days will be prorated for employees beginning after July 1st or September 1st, as it applies to unit member's employment contract.

F. Leave 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 unit member upon application for the purposes of advanced study if, in the opinion of the President and the Board, such study shall benefit the College as well as the individual. Upon

application, such leave may be extended beyond the one year limit. All such conditions shall be clearly stated in the Leave Agreement.

2. Exchange Teaching

A leave of absence for one year may be granted to any unit member by the Board of Trustees upon the recommendation of the President for the purpose of participation 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. All such conditions shall be clearly stated in the Leave Agreement.

3. Maternity Leave

The College agrees to comply with the guidelines established by the Equal Employment Opportunity Commission with regard to P.L. 95-555, which bans discrimination in employment on the basis of pregnancy, childbirth, or related conditions.

4. Military Leave

The College shall provide at least the minimum level of military leave required by law.

5. Family Leave

All provisions of the New Jersey Family Leave Act (N.J.S.A. 34:11B-1, et seq.) and the federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to unit members.

6. Professional Meetings

- a. Unit members are encouraged to attend appropriate and worthwhile professional meetings.
- b. To the extent possible, subject to the availability of funds as determined by the College, the College will assist in payment of expenses of attendance at professional meetings.
- c. In the event that several unit members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.

- d. A written request to attend professional meetings shall be submitted to the appropriate Dean two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Dean shall notify the unit member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.
- e. When requested by the College to attend professional meetings for other college business, if the unit member uses his or her personal automobile, the travel expense shall be reimbursed at the county rate per mile, plus tolls and parking.

7. Sabbatical Leave

Sabbatical leave shall be granted by the Board subject to the following conditions:

- a. A unit member must have completed seven (7) years of continual service with the College since beginning service, or since their last sabbatical leave.
- b. The leave must be applied for at least one year in advance where possible, with the specific study or research purpose clearly stated in the application submitted to the Development Committee.
- c. Sabbatical leaves may be one-half contract year or one full contract year in duration. Employees on a one-half contract year sabbatical shall receive their full regular pay for one-half year. Employees on a full contract year sabbatical shall receive one-half regular pay for a full year. Under no circumstances shall employees on sabbatical leave receive more than one-half their annual salaries for the sabbatical year.
- d. Failure to follow the approved plan for a sabbatical leave shall result in the unit member repaying the College for the salary and benefits received during the time of the leave.

8. Private Employment Leave

A unit member may apply for a one year leave without pay for the purpose of employment in the private or public sector in a position that is related to their subject

specialties and that will benefit the College. Such leave will be contingent upon the hiring of a suitable replacement for the unit member. Arrangements for employment leave must be agreed to at least six months before the beginning of said leave.

If the unit member desires to remain covered by College's benefit and insurance programs, the unit member or the employing agency will reimburse the College for the unit member's fringe benefits while the leave is in effect. The reimbursement for such benefits may be accomplished by a payroll deduction plan implemented prior to the beginning of the leave.

9. Other Leave

A unit member may apply for up to a six month leave without pay for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees.

Applications for Personal Leave shall state the reason(s) for the leave. Denial of a request for Personal Leave shall not be subject to the Grievance Procedure of the Agreement.

If the unit member desires to remain covered by the College's benefit and insurance programs, the unit member will reimburse the College for the unit member's fringe benefits while the leave is in effect. The reimbursement for the benefits may be accomplished by a payroll deduction plan implemented prior to the beginning of the leave.

10. While on sabbatical or unpaid leave from the institution, the unit member is not entitled to accumulate sick leave or annual vacation leave, nor can time be charged against the unit member's accumulated sick leave or annual vacation leave.

G. Insurance Programs

1. At no cost to the unit member, the Board shall provide for the unit member and the eligible dependents the health insurance benefits of the following plans:
 - a. Blue Cross Hospitalization (14/20)
 - b. Blue Shield Medical and Surgical (14/20)
 - c. Rider J

- d. Major Medical
- e. Or Available HMO's
- f. Dental Benefits (\$25 deductible), or the same dental plan as provided to other bargaining units of the College.
- g. Optical Benefits

The Board shall provide for the unit member only an optical program at a cost not to exceed \$110 per year per member. The plan shall include sunglasses and/or contact lenses prescribed by a licensed practitioner. The plan will cover one examination every three years.

- 2. At no cost to the unit member, the Board shall provide for the unit member a group income protection plan at a cost not to exceed \$160 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.
- 3. The Board shall provide for the unit member and eligible dependents a program of prescription reimbursement defined by the Hospital Service Plan as \$1.00 Co-Pay Program up to the maximum (family) benefits, which program shall be the aforementioned plan or, at the option of the Board of Trustees, any equivalent plan. In the event that a new prescription drug program is adopted for the other College bargaining units, the Administrators Association shall receive the same new plan.

H. Health Services

Any physical examinations and immunizations required by the Board shall be performed at the expense of the Board.

I. Tuition

For the 1993-94 fiscal year any unit member, his/her spouse or unmarried child who is accepted at the College for enrollment in any of the College offerings shall receive full tuition remission, excluding fees. For the purposes of Continuing Education Courses, fees shall be eligible for tuition remissions. Tuition remission shall be granted only in those courses where there is space available without extension or expansion of the course program or facilities. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

In the event of the death of the unit member, the surviving spouse and dependent unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminates upon the remarriage of the spouse.

Effective July 1, 1994, tuition, excluding fees, shall be waived for unit members, their spouses and dependent children, as determined by the IRS Code, who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met. This does not apply to College for Kids or non-credit courses unless such courses are job-related and pre-approved by the appropriate Dean. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

In the event of the death of the unit member, the surviving spouse and dependent unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight years following the death. This benefit terminates upon the remarriage of the spouse.

J. Professional Development

Effective July 1, 1994, subject to the availability of funds as determined by the College, there shall be established an annual Professional Development Fund of two thousand dollars (\$2,000) to fund activities relating to the professional development of unit members. The maximum grant to a unit member shall be five hundred dollars (\$500). The processing of professional development proposals shall be done by a Development Committee. Recommendations shall be made by the President with the advice and consent of the Board of Trustees. Approval by the Board is final.

ARTICLE VI - SALARY PLACEMENT & SALARY INCREASES

A. Salary Schedule

The salary schedule for twelve (12) month employees for the 1994-97 fiscal years shall be as follows:

Level	Title	1993-94 Minimum	1993-94 Maximum	1994-97 Minimum	1994-97 Maximum	94-97 Level
8	Director I	\$28,900	\$43,300	\$34,800	\$54,700	9
9	Director II	31,800	47,700	37,700	59,300	10
10	Director III	34,800	52,100	40,600	63,900	11
11	Supt Bldg & Grnds	37,700	56,500	43,500	68,600	12
12	Div. Chairperson	40,600	60,900	46,500	73,200	13

1. A list of all negotiable salaries signed by the parties hereto will be filed with the President and secretary of the Administrator's Association. Salaries for twelve (12) month employees will be paid from July 1, to June 30. Salaries for ten (10) month employees shall be paid from September 1 to June 30.
2. The minimums and maximums for the 1994-97 fiscal years for each level will be as follows for unit members hired under a ten (10) month contract:

Level	Title	1993-94 Minimum	1993-94 Maximum	1994-97 Minimum	1994-97 Maximum	94-97 Level
8	Director I	\$26,000	\$43,300	\$31,300	\$49,200	9
9	Director II	28,600	47,700	33,900	53,400	10
10	Director III	31,300	52,100	36,500	57,500	11
11	Supt Bldg & Grnds	33,900	56,500	39,200	61,700	12
12	Div Chairperson	36,500	60,900	41,900	65,900	13

3. Unit members may be employed at a salary higher than the minimum salary for a level if qualifications are unusual. Such appointment 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 level for which his/her academic and experience credits may make him/her eligible. The President may recommend employment at any level or below the top level for which the candidate's academic and experience credits may make him/her eligible.
4. The Board of Trustees may appoint any professional staff member to any level or salary, on the recommendation of the President.

B. Salary Increases

1. The salary increase for 1993-94 will be 8% retroactive to July 1, 1993 for unit members who have not reached the maximum salary for their level. The salary increase for the 1994-97 contract will be at parity with the faculty contract.
2. Unit members who will reach the maximum salary for their level after receiving a portion of the annual increase shall receive only that portion of the increase that will allow them to reach the salary maximum. For 1993-94, the partial increase shall be retroactive to July 1, 1993.
3. In the event a unit member has not reached the minimum for their level after receiving the negotiated increase, the salary will be adjusted to the minimum.
4. The above stated salary increases will be paid to each unit member employed as a unit member on June 30th of the prior fiscal year, provided the salary maxima stated in Section A of this Article are not exceeded.
5. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18A:29-14).
6. Ownership Bonus

Effective July 1, 1993, in addition to the annual wage increase, in any year during the effective period of this Agreement that the actual full time equivalent (FTE) students (calculated by dividing the annual official enrollment total credit hours by 30) exceeds the budgeted FTE students by one hundred (100) FTE's, a bonus equal to one percent (1%) of base salary will be paid to each unit member on June 30th. This bonus shall not become a part of the unit member's base salary. The following enrollment data will be used in determining the applicability of the "Ownership Bonus":

- a. Budgeted credit hours divided by 30, and
- b. Official enrollment credit hours less non-state-fundable credit hours divided by 30.

This enrollment data will be forwarded by the Dean of Business and Administrative Services to the Association President.

Effective July 1, 1994, Ownership Bonus will be at parity with the faculty contract.

Unit members must have been hired as of July 1 of the preceding year to be eligible for the bonus.

C. Reclassification

1. Effective July 1, 1993, if a unit member's duties and scope of responsibilities are changed so that they assume additional responsibilities not specified in the original job description, said employee may request that the position be reviewed for reclassification. Criteria that may be utilized in determining reclassification include, but are not limited to:

- a. Additional number of employees supervised
- b. Additional budget responsibilities
- c. Additional duties not in the original job description

2. A unit member who believes that additional duties and responsibilities have been assigned may request a reclassification by forwarding a written request to the President's Office by April 30th of each year. The request must include a recommendation from the appropriate Dean.

A reclassification committee shall be appointed by the Director of Human Resource Development to review all requests for reclassification and make a recommendation to the President.

The appropriate Dean may also initiate the request for reclassification on behalf of the unit member.

3. The unit member shall be notified of the College's decision on the reclassification following approval by the Board of Trustees in June. All reclass-

ifications are effective for the next fiscal year. For Fiscal Year 1993, the reclassification adjustment will be paid on June 30 retroactive to July 1, 1993.

4. The decision of the President regarding reclassification cannot be grieved under the provisions of the Grievance Clause of this Agreement (Article XI).
5. Upon reclassification, the unit member will receive the minimum salary at the next level. In the event that the unit member's salary is already at the minimum for the next level, the unit member shall receive the following reclassification adjustment, which shall be added to his or her base salary:

1994-97 Level	Reclassification Adjustment
9	\$1,000
10	\$1,000
11	\$1,000
12	\$1,500

If the unit member receives less than the reclassification adjustment after receiving the adjustment to the minimum salary at the next level, they shall receive the adjustment to minimum at the next level plus the difference between the reclassification adjustment and the adjustment to minimum.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A. Compensation for Additional Study

Well aware that a measure of intellectual vitality is the extent to which the Administrators are continuing their professional growth by pursuing additional study, the Board of Trustees, upon the recommendation of the President, will compensate full-time administrators currently in the service of the College for approved additional study provided the following conditions are complied with.

1. Prior to enrollment in the course, the unit member will obtain approval of the President. The President will approve only those courses which are job related.
2. Upon successful completion of the approved course -
- "with credit" or a mark of "B" where letter grades are assigned -- official evidence of grade report will be transmitted to the Office of the President of the College by the registrar of the University in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the rate of \$80.00 per credit hour, which will not become part of the contracted salary. The compensation for additional study will be payable at the end of the academic year. (June 30)

Effective July 1, 1993 a unit member will be compensated for a maximum of \$480.00, or six credit hours, in any one semester and a maximum of \$960.00, or 12 credit hours, in any one academic year including summer session. The maximum payable under the above compensation for additional study shall be 30 credits. Any credit hours for which the unit member was compensated prior to July 1, 1991 shall not be included in determining the 30 credit maximum payable under the above compensation.

Effective July 1, 1994, compensation will be at parity with the faculty contract.

ARTICLE VIII - UNIT MEMBER EVALUATION

Every administrator in the unit shall be evaluated at least once each year by their immediate supervisor and/or Dean. This formal evaluation process shall be designed to assist the unit member to improve his or her performance, and shall be based on the responsibilities and duties of the unit member as identified in the appropriate job description. The final results of the evaluation process shall be reviewed with the unit member in a conference. If the unit member so desires, he or she may respond to the evaluation in writing. The original evaluation, as well as the response, will be maintained in the supervisor's office.

A portion of the evaluation process may include a self-evaluation which requires the unit member to express his or her goals and objectives for a semester or year in writing in advance and, based on these, to summarize the achievements at the end of the stated period of time.

ARTICLE IX - REDUCTION IN PROFESSIONAL STAFF

In the event that a reduction in staff becomes necessary, the order of dismissal of unit members shall be on the basis of reverse seniority with regard to the number of years employed by the College. The College will comply with all reduction in force requirements contained in the New Jersey Administrative Code provisions pertaining to County Colleges; specifically, N.J.A.C. 9:4-5.1, et seq.

ARTICLE X - INDIVIDUAL ANNUAL CONTRACTS

Individual annual contracts stipulating title, salary and salary payment schedules shall be issued not later than March 15. When the Board of Trustees does not intend to reappoint a unit member, notice of non-reappointment shall be given in writing no later than March 15, of the first through the fourth consecutive academic year of service and not later than December 15 of the fifth consecutive academic year of service. The applicable provisions of the New Jersey Administrative Code, N.J.A.C. 9:4-7.3., shall be followed in determining years of service.

Said contracts are to be signed by the unit member and returned to the Board of Trustees not later than March 30.

In the event of a conflict in terms between an individual annual contract and this collective negotiation agreement, this collective negotiation agreement shall control.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Purpose

A grievance procedure is established to provide an orderly and sequential process whereby unit members are able to grieve the interpretation, application, or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. Definitions

1. College, Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom a grieved employee is directly responsible under the table of organization prevailing at the College.
6. Association: Administrator's Association of Cumberland County College.
7. Working Day(s): Any day that the College is in session during the fall, winter, spring, or summer terms or intersession. Excluded are official College holidays, vacations days, and weekends.
8. Grievant: Person filing a complaint or grievance.

C. Exclusions

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.

2. Instances in which an employee granted tenure has had charges brought against them pursuant to the Tenured Employees Hearing Act (N.J.S.A. 18A:6-10, et seq.).
3. Decisions of the President in exercising discretion concerning a request for any leave.
4. Decision of the President regarding position reclassification.
5. Any other matter herein expressly made non-grievable.

D. Procedures

1. Discussion with Supervisor - Step I

The complaint shall be discussed with the Supervisor within five (5) working days after the occurrence or knowledge of the occurrence.

If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, the employee has five (5) working days in which to present the complaint in writing to the supervisor requesting an informal meeting. Failure to act in presenting the written complaint and requesting the meeting within five (5) working days shall be deemed to constitute abandonment of the complaint.

2. Informal Meeting - Step II

After receipt of the complaint in writing, the supervisor must call a meeting to discuss the complaint within ten (10) working days. Those present at the meeting shall be:

- a. Employee filing the complaint
- b. Immediate supervisor
- c. Cabinet member (other than immediate supervisor)
- d. Association representative
- e. Director of Human Resource Development

The immediate supervisor has five (5) working days to respond in writing to the complaint after the close of the informal meeting.

If the employee (grievant) is dissatisfied with the decision after the informal meeting, they have five (5) working days to file an appeal and begin the formal grievance process. This appeal should be in writing to the President.

3. President - Step III

If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file a grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

4. Advisory Arbitration - Step IV

The grievant may request submission of the grievance to an impartial arbitrator in accordance with the Rules and Procedures outlined in the Streamlined Labor Arbitration Rules of the American Arbitration Association, published January 1, 1984. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and Board, except under the circumstances described in Section E-10 of this Article. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

5. The Board of Trustees - Step V

The appeal will be heard at the next regularly scheduled Board meeting, provided the Board has at least five (5) working days to study the material. This means that the Trustees shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working

days prior to the meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.

At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Trustees of his/her representatives by name at least forty-eight (48) hours prior to the hearing.

At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

E. General Provisions

1. The number of days indicated at each step of this grievance procedures shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.
2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgement of the Association, the grievance affects the general welfare of the unit as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance, and faculty or administrators believed to possess information pertinent to the grievance, may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information concerned with the processing of a grievance.

6. No reprisals shall be taken against any unit member for initiating or participating in any grievance.
 7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the president of the Administrator's Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
 8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
 9. In the processing of a grievance, any party shall have the right to designate a representative to appear with them. Such representative must be identified to all parties to the grievance before any meeting in which they will participate.
 10. In the event a complaint or grievance proceeds to advisory arbitration solely because of the College's failure to respond in a timely manner to the complaint or grievance at Step I, Step II and Step III of the grievance procedure, the College shall bear the full cost of the arbitrator's fee.
- F. No member of the unit shall be discharged, disciplined, reprimanded, or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of their professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XII - 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, power, or authority the Board had when there was no collective bargaining representatives 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.
- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and act of employees during working hours.

ARTICLE XIII - MISCELLANEOUS

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all Administrator's Association members now employed or hereafter employed by the Board for the duration of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- C. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any benefits existing prior to the effective date of this Agreement.
- D. This Agreement shall be subject to ratification by the members of the Association, and by members of the Board of Trustees.
- E. NOTICES

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

- a. in the case of a unit member, if sent by mail to their last reported residential address registered in the President's Office;
- b. in the case of the Board, if sent by certified mail to the Board of Trustees, Cumberland County College, Vineland, New Jersey 08360; and,
- c. in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

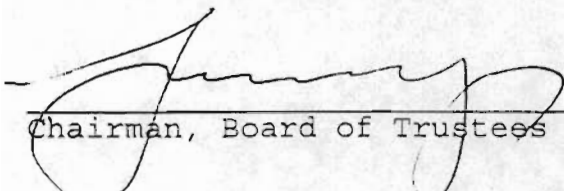
ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July, 1993, and shall continue in effect until the 30th day of June, 1997.

IN WITNESS WHEREOF, The Cumberland County College Administrator's Association has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

CUMBERLAND COUNTY COLLEGE

ADMINISTRATORS ASSOCIATION OF
CUMBERLAND COUNTY COLLEGE


Chairman, Board of Trustees


President, Administrator's Assn.


Secretary, Board of Trustees


Secretary, Administrator's Assn.

March 15, 1994

Date

SIDEBAR MEMORANDUM OF AGREEMENT

CUMBERLAND COUNTY COLLEGE
-and-
CUMBERLAND COUNTY COLLEGE ADMINISTRATORS ASSOCIATION
Docket No. RO-93-167

1. Cumberland County College ("College") and the Cumberland County College Administrators Association ("Association") will enter into an agreement for consent election for a unit of Directors, Division Chairpersons and the Superintendent of Buildings and Grounds employed by the College.
2. Such unit shall exclude the following confidential employees:
 - Director of Legal Assistant Program
 - Director of Radiology
 - Director of Community Relations
 - Director of Accounting Servicesand four additional employees as defined in paragraph 3 below.
3. The College shall designate not more than four employees from the bargaining unit to serve in a confidential status on behalf of management to serve at the pleasure of the President. Such appointments shall be made annually, (July 1, to June 30); however, the initial designation of such confidential employees shall be made no earlier than September 9, 1993. Appointees to such confidential positions shall sign a statement recognizing their status and its obligation of confidentiality.
4. Those employees appointed pursuant to paragraph 3, above, shall receive benefits at least the same as those granted to Association members, and shall be entitled to utilize the grievance procedure available to Association members, up to the Board of Trustees as the terminal step.
5. The College shall make its selections under paragraph 3, above, based upon its collective bargaining requirements, and not based solely upon employee job titles. The College shall have the right to determine its collective bargaining requirements.

/s/ Paul Abrams
7/15/93

/s/ Anne Rowbotham
7/15/93

PRINCIPLES OF ACADEMIC FREEDOM

Academic Freedom is essential to the following purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic Freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student in freedom of learning. It carries with it duties correlative with rights:

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful not to introduce into their teaching controversial matter which has no relation to the subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educational officer, he or she should remember that the public may judge the profession and the college by his or her utterances. Hence, the teacher should show respect for the opinions of others and should make every effort to indicate that he or she is not an institutional spokesperson.