

AGREEMENT

between



**THE CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES**

and

**THE CAMDEN COUNTY COLLEGE CHAPTER
OF UNITED ADJUNCT FACULTY OF NEW JERSEY**
New Jersey State Federation of
Teachers/AFT/AFL-CIO Local 2222

January 1, 2010– December 31, 2014

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ARTICLE I: RECOGNITION

A. Unit Definition

1. The College hereby recognizes the Camden County College Chapter of United Adjunct Faculty of New Jersey (UAFNJ), AFT Local 2222 as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all adjunct faculty members who were employed for at least their second consecutive semester in the Fall of 1994 or in the Spring of 1995. These faculty members shall remain in this bargaining unit and be covered by this negotiated agreement unless and until they are not employed by the College for two or more consecutive semesters.
2. Other adjunct faculty members shall become members of the bargaining unit upon commencing their second consecutive semester as adjunct faculty members, and shall retain their membership in the unit unless and until they are not employed by the College for two or more consecutive semesters.
3. Summer courses and inter-term courses are not considered when applying this definition. Courses of less than fifteen (15) weeks duration which start within the Fall or Spring semester shall count as courses in the semester in which they commence when applying this definition.
4. "Adjunct faculty members" are defined as part-time faculty, engaged as non-tenure track instructors, teaching less than fifteen contact hours per week, and not employed in some other capacity by the College which, combined with their teaching responsibilities, brings them up to the equivalent of a full-time position.

B. Unit Exclusions

Specifically excluded from this bargaining unit are:

1. All full-time employees of the College, including full-time employees teaching one or more sections over and above their full-time responsibilities.
2. All persons employed by or holding office in local, county or state or federal governmental agencies or other bodies whose responsibilities involve them in monitoring or evaluating the College.
3. Instructors teaching non-credit, avocational courses or Adult Basic Education courses, however, this is not intended to exclude faculty teaching remedial courses.
4. Managerial executives, confidential employees, craft employees, security officers, supervisors, non-professional employees, laboratory aides, note-takers, tutors, and all other employees of the College who would not otherwise be eligible for inclusion.

C. Unit Membership

1. “Bargaining unit member,” as used hereafter, shall refer to all persons who are employed by the College as adjunct faculty members and who are also eligible for membership in this bargaining unit as defined in section A of this Article.
2. The College retains the right to assign persons not eligible for membership in this bargaining unit to teach college courses as it has done prior to the negotiation of this Agreement.

D. Unit Membership Disputes

1. If the College believes that any individual adjunct should be excluded from the bargaining unit for reasons specified in Section B2 of this Article, the College shall notify the Chapter within fifteen (15) days of the proposed exclusion and the reasons therefore. The parties shall meet within fifteen (15) days of such notification to discuss the proposed exclusion and attempt to reach agreement.
2. Should such discussion fail to produce agreement, the dispute shall be submitted to the Public Employment Relations Commission (PERC), which shall be requested to determine the matter.
3. Should it finally be determined that the individual should properly have been included in the bargaining unit, such inclusion shall be made retroactive to the commencement of the individual’s second consecutive semester of employment.

ARTICLE II: GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is an allegation by a bargaining unit member that there has been a violation, misinterpretation or misapplication of the specific terms and conditions of employment established in this negotiated Agreement.
2. Grievances may be filed by bargaining unit members or by the Chapter.
3. Grievances may be filed at Step Two, the Academic Dean’s Step, when the department chairperson/program coordinator would have no authority to redress the grievance.

B. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be a maximum, and every effort should be made to expedite the process. Failure by a grievant to process the grievance in a timely fashion shall constitute a waiver of the right to grieve on the matter in question. Failure by the College to respond to a grievance in a timely fashion at any step of the procedure shall permit the grievant to proceed to the next step in the procedure. The time limits specified may, however, be extended by mutual agreement in writing. A grievance must be initiated in writing at Step

Two within twenty-one (21) calendar days of the date when the grievant knew or should have known of the incident giving rise to the grievance.

No party to any meeting regarding a grievance may use an audio or video recording device without the knowledge of all other parties to the meeting.

For grievances arising from an incident which the grievant knew or should have known occurred within the last twenty (20) calendar days of the Fall semester (i.e., the last day of classes), the written grievance must be filed within twenty-one (21) calendar days excluding calendar days when the College's administrative offices are closed. For grievances arising from an incident which the grievant knew or should have known occurred within the last twenty (20) calendar days of the Spring semester (i.e., the last day of classes), the written grievance must be filed within thirty (30) calendar days.

1. Step One: Informal Resolution

A unit member with a grievance should first discuss it orally with his/her department chairperson/program coordinator with the objective of resolving the matter informally. Resolution of a grievance at this step shall not be inconsistent with this negotiated Agreement. This discussion should occur within the twenty-one (21) calendar day time limit for filing the grievance in writing.

2. Step Two: Written Grievance

If the grievant is not satisfied with the disposition of his/her grievance at Step One, the Informal Resolution, the grievant or the Chapter may file the grievance in writing with the appropriate Academic Dean within twenty-one (21) calendar days of the date when the grievant knew or should have known of the incident giving rise to the grievance. The written grievance shall contain:

- a. the names of the persons and a description of the events involved in the incident giving rise to the grievance;
- b. the specific provisions of this contract that are alleged to have been violated;
- c. the remedy requested.

The Academic Dean shall, within seven (7) calendar days after receipt of the written grievance, arrange to meet with the grievant and the Chapter representative. The Chapter shall be notified of such meeting and may attend to represent the Chapter or the grievant. The Academic Dean shall provide a written decision within seven (7) calendar days after said meeting.

3. Step Three: Academic Vice President

If the grievant is not satisfied with the disposition of his/her grievance at Step Two, or if no decision has been rendered within seven (7) calendar days after the meeting between the grievant and the Academic Dean, he/she may submit the grievance, in writing, to the Academic Vice President within seven (7) calendar days after the

decision at Step Two or twenty-one (21) calendar days after the written grievance was presented, whichever is sooner. Within ten (10) calendar days after receiving the written grievance, the Academic Vice President shall provide a written response.

4. **Step Four: President**

If the Chapter is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Academic Vice President, the Chapter may submit the grievance, in writing, to the College President within ten (10) calendar days after a decision by the Academic Vice President or twenty (20) calendar days after the grievance was delivered to the Academic Vice President.

Within thirty (30) calendar days after receiving the written grievance, the College President, or the President's designee, shall provide a written response.

C. Arbitration

If the Chapter is not satisfied with the disposition of the grievance at Step Four, the Chapter, after consultation with the UAFNJ, but not an individual adjunct faculty member or group of adjunct faculty members, may notify the College President, or the College President's designee, of its decision to request arbitration within fourteen (14) calendar days after receipt of the response at Step Four.

The procedure after the receipt of notification of the Chapter's decision to request arbitration will be as follows:

1. The parties shall attempt to choose an arbitrator. In the event that the parties are unable to agree on a mutually acceptable arbitrator within seven (7) calendar days of the College's receipt of notification of the Chapter's decision to request arbitration, the Public Employment Relations Commission (PERC) shall then be requested to submit panels from which the arbitrator shall be selected.
2. The College and the Chapter shall bear the expense of their own legal and special representatives; the expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the Chapter.
3. Only grievances which allege a violation of the express written terms of the Agreement shall be subject to arbitration. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.
4. The award of the arbitrator shall be final and binding on both parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.
5. The award of the arbitrator shall be implemented as soon as practical or as agreed by the parties.

6. Both parties agree that at least one week prior to any arbitration, each side will furnish to the other, a list of all witnesses, copies of all writings, documents and correspondence which may or will be presented at the arbitration hearing.

ARTICLE III: NO STRIKE CLAUSE

It is understood and recognized that the need for continued and uninterrupted operation of the College is of paramount importance to the citizens of Camden County and that there should be no interference with such operation.

The Chapter covenants and agrees that during the term of this Agreement neither the Chapter or any person acting in its behalf will cause, authorize, support, or take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the faculty member's duties of employment), work stoppage, slow down, walk-out, sick-out, "blue flu", or any other job action against the College.

The Chapter agrees that during the term of this Agreement, any member of the Chapter, or any member of the bargaining unit will be subject to disciplinary action up to and including termination if they cause, authorize, support, or take part in any strike, work stoppage, slow down, walk-out, sick-out, "blue flu", or any other job action against the College. The parties agree that in any grievance arbitration proceeding regarding the termination, suspension or discipline of such an adjunct faculty member, the arbitrator shall be limited to an award of the salary the adjunct faculty member would have received in that semester but for the termination, suspension or discipline. The arbitrator shall have no authority to award reinstatement or any other relief.

The Chapter agrees that it will do everything in its power to actively discourage any strike, work stoppage, slow down, sick out or other activity aforementioned including, but not limited to, publicly disavowing such action and directing all such members to cease and desist from such activities immediately and return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its directive. The Chapter agrees that it will undertake any necessary actions to terminate any of the above activities on the part of the members of the bargaining unit.

ARTICLE IV: EMPLOYMENT

A. Offers of Employment

The College will offer employment to bargaining unit members as the College becomes aware of the need for adjunct faculty to teach courses. An offer of employment shall be in writing and shall set forth the course assigned, the duration and location of the course, the title of the textbook(s) to be used, if known, and the rate of pay. Except as otherwise provided, an offer of employment may be rescinded up to the beginning of the first day of classes due to the lack of registration or for any other reason. An offer of employment to a bargaining unit member who has been employed for more than twenty fall or spring semesters may be rescinded within seven calendar days prior to the first day of classes due only to lack of enrollment or the need for full-time faculty to meet their teaching load requirement not including overload. The College will make every effort to find mutually acceptable replacement course assignments for bargaining unit members who have been employed for more than twenty fall or spring semesters if their offer of employment is rescinded within seven calendar days prior to the first day of classes. If a mutually acceptable course is not available, the College will pay the adjunct for the course.

An offer of employment to any bargaining unit member may be rescinded within or after the first seven calendar days of classes due to lack of enrollment or the need for full-time faculty to meet their teaching load requirement not including overload. In the event that the offer of employment is rescinded within the first seven calendar days of classes, the College will pay the bargaining unit member on a prorated basis for the number of class sessions actually taught. In the event that the offer of employment is rescinded after the first seven calendar days of classes, the College will pay the bargaining unit member on a prorated basis for the number of class sessions actually taught plus 10% of the total course compensation, provided that the amount paid shall not exceed the regular total compensation for the course.

If non re-employment is due to a lack of enrollment or the need for full-time faculty to make load, the affected adjunct must be considered for re-employment in subsequent semesters.

B. Notice of Resignation

A bargaining unit member who accepts employment with the College and then resigns from teaching shall give fourteen (14) calendar days notice of resignation except in cases of a documented health emergency. Failure to give fourteen (14) calendar days notice shall result in the bargaining unit member's removal from consideration for any future employment.

C. Termination

1. No adjunct faculty member at Camden County College shall be terminated, suspended or disciplined without just cause during a semester in which they are employed.

2. In any grievance arbitration proceeding regarding the termination, suspension or discipline of such an adjunct faculty member, the arbitrator shall be limited to an award of the salary the adjunct faculty member would have received for the length of the individual employment contract and/or Academic-Year contract between the College and the adjunct. The arbitrator shall have no authority to award reinstatement or any other relief.

D. Re-Employment

1. Adjunct faculty members have no right to re-employment from one semester to the next or following the end of any particular semester, and therefore there shall exist no right to grieve over re-employment or non-re-employment, nor over the number or selection of courses, or sections of courses, to be taught if re-employed. An exception applies to Tier III adjuncts who are issued Academic-Year contracts (see Article IX, Section A). All adjunct faculty assignments are subject to the approval of the College President.
2. If the College no longer plans to rehire a Tier III adjunct, s/he will be notified by July 15th for the Fall semester and November 15th for the Spring Semester. Such adjuncts will be granted an explanation for the permanent non re-employment.

E. Assignment Preference

1. Adjuncts in good standing who have taught twenty (20) or more semesters may be offered Academic-Year contracts. Assignments for Academic-Year contracts may reflect the adjunct's usual teaching load. If an Academic-Year contract does not reflect the adjunct's usual teaching load, thirty (30) or more semester adjuncts shall be afforded priority of assignment for additional courses over twenty (20) or more semester adjuncts and twenty (20) or more semester adjuncts will be afforded priority of assignments over adjuncts who have taught fewer than twenty (20) semesters. All assignments per semester will not exceed the limits described in Article 1, Section 4. Individual and Academic-Year contracts are dependent upon enrollment and the need for full time faculty to make load. In the event a class is unavailable, every effort shall be made by the College to offer another course or offer other work to the adjunct. Academic-Year contracts will be issued by July 15th.
2. Thirty (30) or more semester adjuncts who do not receive an Academic-Year contract shall be afforded priority of assignment over twenty (20) semester adjuncts up to the limits described in Article I, Section 4. Twenty (20) semester adjuncts who do not receive an Academic-Year contract shall be afforded priority of assignment over adjuncts who have taught fewer than twenty (20) semesters up to the limits described in Article I, Section 4. Assignments for twenty (20) or more semester adjuncts will be issued by August 1st.

F. Mailboxes & Email

1. Adjunct faculty members who teach at Blackwood, Rohrer and/or Camden shall have individual mailboxes at the campus where they teach most regularly. Adjunct faculty members who do not teach at any of the above-mentioned campuses will have

mailboxes provided for them at the Blackwood campus. Adjuncts who teach off campus may have the contents of their mailbox mailed upon request.

2. Active adjunct faculty members shall have access to the College e-mail system and shall have College e-mail addresses. The members will, in turn, agree to be governed by the rules set by the College as to the use of the College e-mail system.

G. Textbook Selection

Adjunct faculty members may present their suggestions concerning textbooks to their departments for consideration prior to the start of each term or when textbooks are being evaluated for selection by the department. The College will encourage departments to solicit input from and participation of departmental adjunct faculty in the textbook selection process. Adjunct faculty shall use the textbook selected by the department unless otherwise approved by the department chair or program coordinator.

H. Vacancy Notices

In order to encourage applications from adjunct faculty, notice of vacancies in full-time positions for faculty, non-teaching professional or administrative positions shall be electronically posted on the College website.

I. Absences – Sick, Personal and Bereavement

When an adjunct faculty member is absent, he or she shall promptly notify the appropriate academic Dean or designee. In consultation with the appropriate academic Dean or designee, the adjunct faculty member shall arrange for a substitute, or a “make-up” class session at a time that is convenient for students within three weeks of the absence or an alternate assignment.

Adjunct faculty members who have taught four (4) semesters, excluding summer, at Camden County College shall be eligible for an hour and fifteen (15) minute time period or an individual class session, whichever is less, per course, per semester, as paid sick or personal leave. Adjunct faculty members who have taught twenty (20) semesters, excluding summer, at Camden County College shall be eligible for two hour and fifteen (15) minute time periods or two individual class sessions, whichever is less, per course, per semester, as paid sick or personal leave.

When an adjunct faculty member is absent in excess of his or her available sick/personal leave and does not conduct a “make-up” session within three weeks of the absence, the adjunct faculty member’s pay will be proportionately reduced for the missed class session(s).

At the sole discretion of the College, additional paid or unpaid leave for an adjunct faculty member may be recommended by the department chair or program coordinator and approved by the Dean.

In the event of the death of an immediate family member, the adjunct faculty member will be permitted one day’s pay to attend the service of the deceased relative. Documentation of

the funeral must be supplied within five (5) calendar days to the Dean's office. Immediate family members are defined as: spouse, mother, father, children, siblings, step-children, grandchildren, grandparents, domestic partner, mother-in-law and father-in-law.

J. Evaluations

The College shall evaluate adjunct faculty members according to a procedure it deems appropriate. The College will solicit input from the Chapter during the development of such procedure. Notice of intent to conduct a regular observation shall be given to all bargaining unit members at least seven (7) calendar days prior to the observation. In the event of a negative evaluation, the College may conduct a follow up observation during the semester without advance notice. Outside of routine observations, the College maintains the right to observe any adjunct without prior notice if deemed necessary. The adjunct faculty member will be given the opportunity to discuss his or her evaluation with the evaluator. The adjunct faculty member may respond, in writing, to his or her evaluation within seven (7) calendar days of such discussion. Such response shall be included in the adjunct faculty member's official personnel file.

K. Academic Governance

Although this provision reflects the philosophical agreement of the parties, the parties acknowledge that governance is not a negotiable topic and that this provision is not subject to the grievance and arbitration process. The College will encourage academic departments to (1) invite adjunct faculty to attend departmental meetings, giving adequate notification of those meetings and the anticipated agenda; (2) permit one collective adjunct faculty vote on departmental issues determined by the majority adjunct faculty in attendance at any departmental meeting; (3) make minutes of departmental meetings available to interested adjunct faculty and (4) invite adjunct faculty to serve on departmental committees.

ARTICLE V: PERSONNEL FILES

A. Official and Dean's Files

There shall be one official personnel file that shall be maintained in the Office of Human Resources. This file may include but shall not be limited to resumes, transcripts, letters of reference, course evaluations and supervisory observations. The Academic Deans may at their discretion also maintain files regarding adjunct faculty members.

B. Inspection

Upon request, adjunct faculty members shall have the right to inspect their official personnel files and any file regarding such adjunct faculty member maintained by the Academic Dean, except for letters of reference. Adjunct faculty members shall be permitted to receive one (1) copy of each item without charge. Additional copies shall be provided to the adjunct faculty member at a charge of twenty-five (25) cents per page. An adjunct faculty member may be accompanied by a Chapter representative when inspecting such files, or may authorize, in writing, a Chapter representative to inspect such files. A College representative may be present whenever an adjunct faculty member or the authorized Chapter representative inspects such files.

C. Response

Adjunct faculty members may respond in writing to any material in their files. Such response will be maintained as part of the adjunct faculty member's official personnel file.

D. Anonymous Materials

Anonymous materials, except for student evaluations, shall not be placed in the official personnel file, or in files kept by the Academic Deans for employment decisions, of an adjunct faculty member.

ARTICLE VI: MANAGEMENT RIGHTS

A. The College hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon, vested in and exercised by it prior to the signing of this Agreement, except as limited by the express terms of this Agreement, including but without limiting the generality of the foregoing, the following rights:

1. The executive and administrative control of the College and its properties and facilities and the activities of its employees, by utilizing personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the College.
2. To make rules of procedure and conduct, to use different methods and equipment, to determine work schedules and shifts, to decide the number of employees needed at any

particular time, and to be in sole charge of the quality and quantity of the work required.

3. To make such rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the College after advance notice thereof to the employees who will be required to comply therewith.
 4. To hire, promote, transfer, evaluate, assign and retain employees.
 5. To suspend, demote, discharge or take other disciplinary action against any employee, except as limited by the express terms of this Agreement.
 6. To eliminate positions and lay-off employees.
 7. To make such changes in all other conditions of employment not specifically delineated in this Agreement as it deems desirable and necessary for the efficient and effective operation of the College.
 8. To do any and all things the College deems appropriate to further the interests of the College except as limited by the express terms of this Agreement.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the College, the adoption of policies, rules, regulations and practices and the implementation thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitutions and laws of the State of New Jersey and of the United States.
- C. The College retains the right to create, staff and offer courses via telecommunications, the Internet, World Wide Web or similar technology without negotiations with the Chapter. The parties agree that membership in the bargaining unit is governed by Article I regardless of the method of course delivery.

ARTICLE VII: CAMDEN COUNTY COLLEGE CHAPTER OF UAFNJ RIGHTS

A. Exclusivity

The College agrees not to recognize or negotiate with any unit member or any organization as regards adjunct faculty members other than the Chapter for the duration of this Agreement.

B. Building Visitation

The Chapter and its representatives shall have the right to visit College buildings but shall take no action whatsoever that interferes in the operation of the College or the instruction of the student body.

C. Building Use

The Chapter and its representatives shall have the right to use College buildings to conduct official Chapter business, including meetings, during regular College operating hours as long as, in the judgment of the College, such use does not interfere in the operation of the College or the instruction of the student body. A Chapter request to use a College building shall be made in writing in advance of the meeting and be submitted to the appropriate College official. The College shall respond to such request in a timely manner.

D. Notice Posting

The Chapter and its representatives shall have the right to post notices on a bulletin board in each faculty lounge or “hotel” at the Camden, Blackwood, and Rohrer Campuses, on the bulletin board adjacent to the Chapter Office, in adjunct faculty mailboxes, and to send email to adjunct faculty. The Chapter may post notices on other bulletin boards or other places at each campus with College approval.

E. Duplicating Services

The Chapter and its representatives shall have the right to use the College’s duplicating services on the same basis as adjunct faculty members except that the Chapter shall pay for the cost of supplies for such duplicating services at College cost prices.

F. Information

The College agrees to furnish the following information in paper and electronic format to the Chapter no later than the fourth week of each semester:

1. A roster of adjunct faculty members teaching that semester;
2. A roster of the members of the bargaining unit, and courses they are teaching and their rank or rate of pay if adjunct faculty are paid differentially. This roster, or an accompanying roster, should include bargaining unit member’s addresses, telephone numbers and home email addresses, if these data are collected and available.
3. If requested by the Chapter, the information reference in Article VII, Paragraph F, Section 2 shall be electronically transmitted to the Chapter.

G. Pins

No adjunct faculty member shall be prevented from wearing pins as identification of membership in the Chapter or its affiliates.

H. Dues Deduction

1. The College will deduct Chapter dues, in equal parts, from all the paychecks of each bargaining unit member from whom it receives a written authorization.
2. The Chapter will provide the necessary check-off authorization forms and deliver the signed forms to the College's Vice President for Administrative Services or designee. The Chapter will communicate the total amount of a unit member's dues per semester to the Vice President for Administrative Services or designee within the first week of each semester.
3. Members of the bargaining unit who do not choose to join the Camden County College Chapter of UAFNJ shall have a representation fee equal to 85% of the Camden County College Chapter of UAFNJ dues or the percent of dues used to benefit the bargaining unit members, whichever is lowest, deducted from their pay and forwarded to the Treasurer of the Chapter. This fee is in lieu of dues for services rendered by the majority representative, the Camden County College Chapter of UAFNJ. Nothing herein shall be deemed to require any adjunct faculty member to become a member of the Camden County College Chapter of UAFNJ.
4. Such dues and fees will be remitted to the Chapter's Treasurer or designee on a monthly basis or on a schedule agreed to by the College and the Chapter.
5. The Chapter shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other form of liability that shall arise out of, or by reason of, action taken by the College in reliance upon dues deduction authorization cards or agency fee deductions submitted by the Chapter to the College. It is agreed by the parties to this Agreement that the College shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions originating out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Chapter, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Chapter.

I. Meetings

The Chapter President may request a meeting with the College President or the College President's designee(s) to discuss adjunct faculty views, requests or other mutual concerns including terms and conditions of employment. Such meetings will be scheduled at a mutually convenient time and place.

ARTICLE VIII: EMPLOYEE RIGHTS

A. Non-Discrimination

Adjunct faculty members shall have the right freely to organize, join and support the Chapter and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection, or to refrain from any such activity. The College and the Chapter agree that it shall not directly or indirectly discourage or deprive or coerce any adjunct faculty member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any adjunct faculty member with respect to hours, wages, or any terms or conditions of employment by reason of the adjunct faculty member's membership or non-membership in the Chapter and its affiliates, collective negotiations with the College, the adjunct faculty member's institution of any grievance, complaint, or proceeding under this Agreement. Alleged violations of this section shall be addressed only through the appropriate state or federal agency.

B. Investigatory Meetings

Whenever an adjunct faculty unit member is required to appear before a supervisor, department chairperson/program coordinator, Academic Dean or his/her designee concerning an investigatory interview which the adjunct faculty unit member reasonably believes may result in disciplinary action or otherwise adversely affect the continuation of that adjunct faculty unit member in his/her employment, or the salary or any increments pertaining thereto, the adjunct faculty unit member shall be entitled to have a representative of the Chapter present to advise him/her and represent him/her during such meeting or interview.

C. Academic Freedom

Although this provision reflects the philosophical agreement of the parties, the parties acknowledge that academic freedom is not a negotiable topic and that this provision is not subject to the grievance and arbitration process. It is also understood that adjunct faculty members must exercise their employment duties within the guidelines and according to procedures set by departmental and College policy.

Adjunct faculty are members of a learned profession employed by the College, an academic institution. Academic freedom and its attendant responsibilities are essential to the College's mission.

Adjunct faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their employment duties.

Adjunct faculty are entitled to freedom of discussion in the classroom, provided the discussion is relevant to the course.

When an adjunct faculty member speaks or writes as a citizen, or exercises his/her right to free speech, such adjunct faculty member shall be free from College censorship or

discipline. However, the adjunct faculty member has an obligation not to permit the implication that s/he is an institutional spokesperson.

D Intellectual Property

1. Scope. This provision sets forth the rights and obligations of the parties hereto as to intellectual property rights of adjunct faculty members and the College. Such rights include, but are not limited to, rights in intellectual property that can be trademarked, copyrighted, or patented.
2. Rights of the Adjunct Faculty Member. Intellectual property created, made or originated by an adjunct faculty member covered by this Agreement shall be the sole and exclusive property of such adjunct faculty member for perpetuity, or for as long as the applicable federal law allows, provided that the adjunct faculty member created, made or originated the intellectual property outside the scope of their specified teaching responsibilities at the College and without more than incidental use of College resources.

The College expects an adjunct faculty member to create make or originate intellectual property for lectures, syllabi, assignments, handouts, tests and other materials within the scope of their teaching responsibilities. The College may use these materials for internal and external agency review and shall not be expected to pay royalties for said materials but may not transfer ownership or sell the use of said materials. Intellectual property used in the fulfillment of the adjunct faculty member's teaching duties and responsibilities under this collective bargaining agreement belongs to the adjunct faculty member for proprietary or marketing purposes outside of the College. Intellectual property may be used in the classroom to further its efficacy and efficiency without jeopardizing this section of the agreement.

3. Rights of the College. The College may employ an adjunct faculty member to create, make or originate intellectual property outside of the scope of the adjunct faculty member's regular teaching duties and responsibilities. This intellectual property shall be the sole and exclusive property of the College for perpetuity, or for as long as the applicable federal law allows.
4. Jointly Held Rights. The College and an adjunct faculty member may enter into a specific agreement to create, make or originate intellectual property where the parties agree to share ownership. In this case, the agreement must define the ownership share of each party as well as the time of ownership for each party.

ARTICLE IX: SALARIES

A. Rate of Pay

Adjuncts will receive differential pay, per contact hour, based on semesters of service to the College. For purposes of designating pay groups, adjuncts will be divided into three (3) tiers. Each tier will be determined by the number of Spring and Fall semesters taught. Pay based on semesters of services will not commence until the Spring 2011 semester.

Returning Adjuncts who have not taught for more than three (3) consecutive semesters (Fall and Spring) will be placed in Tier I, unless granted an exception by the Vice President for Academic Affairs.

	Spring 2010	Spring 2011	Spring 2012	Spring 2013	Spring 2014
Tier I 0-2 Semesters	\$670	\$675	\$680	\$685	\$690
Tier II 3-19 Semesters	\$670	\$690	\$710	\$730	\$750
Tier III 20+ Semesters	\$670	\$700	\$730	\$760	\$790

B. Paychecks

The College shall notify adjunct faculty members and the Chapter President of the current semester's paydates within the first two (2) weeks of the semester. Paydates will be on the same schedule as regular full-time employees.

For the regular Fall and Spring semester, adjunct faculty will be paid in even installments beginning approximately five (5) weeks after the start of the semester. Adjunct faculty may elect to have their paychecks mailed on the day before payday or provided as direct deposit. In all cases, the final installment will be held until the adjunct faculty member submits that semester's grades to the appropriate office.

C. Additional Pay

In addition to teaching, adjuncts will be paid for mandatory meeting and online training. Adjuncts may also be paid for administrative duties including, but not limited to mentoring, committee work, tutoring in the Tutoring Center, advising in the Advisement Center, and work as a classroom evaluator. These duties will be contractual between the adjunct and the College. The rate of pay will be negotiated by the Chapter and the College.

D. Online Training

Online compliance training will be compensated as follows:

Non Science Lab Adjuncts	One-tenth (1/10) credit hour per battery of tests completed in a designated semester
Science Lab Adjuncts	Two-tenths (2/10) credit hour per battery of tests completed in a designated semester

ARTICLE X – ACADEMIC RANK

A. Academic rank will correspond to adjunct pay tiers as follows:

# of Semesters Taught	Rank	Pay Tier
0 – 2 Semesters	Adjunct Instructor	Tier I
3 – 19 Semesters	Adjunct Associate Professor	Tier II
20 or more Semesters	Adjunct Professor	Tier III

ARTICLE XI: MISCELLANEOUS PROVISIONS

A. Entire Agreement

This Agreement constitutes the entire Agreement between the parties, and neither party shall be required, during the term of this Agreement, to negotiate regarding any issue, whether or not referenced in this Agreement, and whether or not within the contemplation of the parties at the time of the execution of this Agreement.

B. Savings

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

C. Individual Contract and Academic Year Contracts

Except as hereafter provided, any individual employment contract and Academic-Year contract executed between the College and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If either contract contains any language inconsistent with this Agreement, this Agreement shall be controlling. However, nothing contained in this Agreement shall prevent the College, at its own expense and without detriment to the rights of any bargaining unit member to provide to an adjunct faculty member, of outstanding credentials and position, salary or benefits greater than those described in this Agreement. Exercise of this prerogative by the College shall create no entitlement for any other bargaining unit member to such treatment, nor for a continuation of such treatment in any future semester. In the event that the College exercises such prerogative, it will notify the Chapter of its decision and the circumstances of such action. The College may not provide salary or benefits greater than those described in this Agreement to retired full-time faculty who have not achieved emeritus status.

Individual contracts will include the courses or other assignments the adjunct will be fulfilling for a specific semester.

An Academic-Year contract may be issued to a Tier III adjunct and will include their employment for two consecutive semesters, fall and spring.

D. Printing and Distribution of the Agreement

Copies of this Agreement shall be printed; the expense to be borne equally by the Chapter and the College. The College shall distribute a copy of this Agreement to each bargaining unit member currently employed or newly employed in the future.

E. Parking

Beginning with the spring 2006 semester, the College will contribute to a Section 132(f) Qualified Transportation Fringe (parking) account on behalf of adjunct faculty who elect to purchase a Camden parking garage debit card. Debit cards for garage parking will be available at the daily rate of \$3. Pre-tax contributions by the College and adjunct faculty will be made in accordance with the following schedule:

Number of Parking Days	Cost	College Contribution	Adjunct Faculty Contribution
18	\$54	\$38	\$16
34	\$102	\$70	\$32
50	\$150	\$102	\$48
66	\$198	\$134	\$64
82	\$246	\$166	\$80
98	\$294	\$198	\$96

The parties acknowledge that this section does not establish precedent for future negotiations between the College and the Chapter regarding parking at the Rohrer center or Blackwood campus.

F. Waiver of Tuition

Adjuncts that have taught for more than six (6) consecutive Fall and Spring semesters, and are currently teaching at the College, are eligible for tuition waiver for one (1) course per Academic year. Adjuncts may register on a space available basis, no earlier than one business day before the course is scheduled to begin.

G. Laboratory Classrooms

Students in the laboratory shall not exceed the number of stations in the assigned room

H. Duration

This Agreement shall be effective for the period commencing January 1, 2010 and continuing through December 31, 2014, and shall continue from year to year thereafter unless either party shall give written notice to the other no later than 120 calendar days prior to December 31, 2014 of its intent to terminate, modify, amend or supplement this Agreement. Negotiations for a successor Agreement shall commence no later than 90 days prior to December 31, 2014.

*Camden County
College Board of Trustees*

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United Adjunct Faculty of NJ*

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Date Signed