

2-10-78

THIS BOOK DOES NOT CIRCULATE

ARTICLE I

RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Cumberland County College Faculty Association, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (chapter 123 Public Laws of 1974) for all full-time professional personnel presently employed or hereafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, degree librarians and Assistants to the Deans. This shall exclude the President, the Dean of Administrative Services, the Dean of Instruction, the Dean of Student Personnel Services, Administrative Assistants, Director of the L.R.C. and the department chairmen.

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

7/1/76 - 6/30/79

LIBRARY
RUTGERS UNIVERSITY

Harold Bruce P. Freeman
 Counselor at Law
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 270 Linden Avenue
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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 in 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 faculties, be reduced to writing, be signed by the representatives of the Board, and the Association, and be adopted by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange point 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 title, salaries and years of service of every person covered by this Agreement, both tenure and non-tenure, and such other data and information as required by law to be made public. Members of the Unit shall be permitted to inspect, copy from, or reproduce their individual personnel records.

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

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Raleigh, N.C. 27601*

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals and make counter proposals in the course of negotiations.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any full-time faculty benefit prior to its effective date.

F. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.

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

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

*Harold Harold W. Burman
Chairman of the
Faculty
2024 State Street
Kalamazoo, Michigan 49001*

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

J. All meetings of the negotiating parties will be held in the Board Room of the Administrative Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.

K. Each negotiating session shall be held between the hours of 7:30 p.m. and 10:00 p.m. with extension by 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 their rights under the Constitution and Laws of the State of New Jersey.

Kenneth A. Smith, Esq.
Counsel at Law
400 N. 2nd St.
Newark, N.J. 07102

ARTICLE III

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 non-supervisory faculty members (as herein defined) shall have and shall be protected in the exercise of, the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activity. Pursuant to such right, the Faculty Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.

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

C. Members of the Association shall have the right to attend meetings of the Association, and its respective committees, except that classes or other regularly scheduled assigned responsibilities may not be cancelled by any member in order to attend such meetings. No charge shall be made for the Association's use of College facilities for such meetings.

D. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards in the faculty lounge and in the faculty office

complexes. The Association may use the college mail service and faculty mailboxes for its approved communications to all faculty 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 of Trustees 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 operational functions of the Association, except as herein provided.

With the prior approval of the President or his 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 the the Association. All outside calls, to wit, long distance calls, shall be paid for by the Association.

F. The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and right to engage in all lawful activities, including religious and political activities, but those activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.

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

H. An Association representative may have his appearance noted on the agenda of any regular Board meeting, if notice of intent is filed with the President ten days prior to the date of the meeting.

I. A faculty Committee on Ethics and Professional Behavior shall be established by the Association to hear complaints from faculty and/or students about the professional conduct of Association members and make recommendations to the Dean of Instruction and the President regarding the disposition of such complaints.

J. The Board and Association adhere to the following principles on Academic Freedom.

Academic Freedom is essential to these 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 to freedom in 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 other academic 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 subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his 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 speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position is the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

K. The faculty lounge and conference room shall be made available to the faculty association for one hour per week at an hour to be specified.

*Harvard Board of Trustees
Committee on the
Faculty
1950-1951
Boston, May 1951*

L. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty at least ten days prior to its publication elsewhere. Such notice shall include a job description and a statement of required qualifications.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

A. Basic Load

In one semester the teaching load shall be 15 contact hours, however, during the academic year, the teaching load shall not exceed 30 contact hours.

Department chairmen and departmental members will make effective recommendations to the Dean of Instruction and the President, concerning class size. Final decision as to class size shall rest with the President of the College subject to the advise and consent of the Board of Trustees. When the budget, schedule, and facilities permit, the following guidelines will prevail:

1. The maximum number of students in each class should normally be thirty-four;
2. Every effort will be made to maintain a twenty student limit in English composition, speech, foreign language, accounting classes and math fundamentals;
3. Students in laboratory sections shall not exceed the number of fixed stations in assigned rooms;
4. The minimum number of students that should register for a course section in order for it to be held should normally be fifteen (15), subject to Board of Trustees' exceptions;

5. English Fundamentals shall normally be limited to a maximum of fifteen (15) students;
6. In no event shall the provisions of sections (1) through (5) of this Article exceed 50% of guideline totals;
7. The Board and Association recognize that there are certain types of lectures which lend themselves and/or which can be accomplished by the auditorium type lecture. Any and all types of these lectures shall be exceptions to the aforementioned guidelines.

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

B. Supplemental Teaching

1. Consistent with the needs of the Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, full-time unit members will ordinarily be given due and proper consideration for such assignments. The policy of the Cumberland County College is that adjunct faculty members the right to teach an overload. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees.

2. Payment for teaching an overload shall be made on the basis of \$275.00 per contact hour. Payment for teaching an overload shall be made in the semester at mid-term and at the end of the semester.

3. No member of the administration shall be given overload responsibilities until the overload has been offered to unit members.

4. Full-time teaching faculty shall be given first priority to summer positions.

5. Payment for teaching in the summer sessions shall be made on the basis of \$275.00 per contact hour, each class offering being subject to a specified minimum enrollment.

C. Course Assignment

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

2. A faculty member is not to be assigned to an area where he has limited formal preparation unless it is agreed to by the faculty member.

3. Each instructor shall be given his tentative teaching schedule for the fall term no later than June 1, and for the spring term, no later than December 1. Members of this unit shall have the opportunity to apply for unfilled positions as overload before employment of adjunct faculty takes place.

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Committee on Law
9/1/54
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D. Office Hours.

Faculty members shall maintain at least one office hour per day, on each day the faculty member has a scheduled class, but in no event shall a faculty member maintain less than five (5) office hours per week. Consistent with the needs of the college unit members shall not ordinarily be required to maintain a consultation schedule on a day on which the unit member has no scheduled classes.

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

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

E. College Functions

The unit member is encouraged to attend college-sponsored affairs; the unit member shall be required to attend only those specifically indicated as mandatory, and then only after proper notification. Academic regalia, if required, shall be supplied and paid for by the Board of Trustees.

F. Off-campus teaching assignments shall be mutually agreed upon by the unit member involved and the administration.

G. College Day

Insofar as possible, the assignment of the instructor shall span no more than 8 hours from the beginning of his first class to the end of his last class in the same day. There shall be at least 14 hours between the end of the last class of the day

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and the beginning of the first class of the next day. Exceptions may be made within prior written consent of the instructor.

H. Faculty Office Space

The Board shall provide sufficient offices, clerical and typing assistance for the unit member.

I. The Board shall provide adequate parking facilities for the unit members at no charge. Faculty spaces shall be distinctively marked and reserved by number.

J. Unit members shall be available to serve on the various college committees.

K. Vacation for twelve month employees. Twelve month employees shall have twenty working days vacation per year, not including the regular ten-month employee holidays.

L. An Association Calendar Committee shall meet with the administration in order to propose a Calendar for the next three years. These calendars will be submitted the Board of Trustees for consideration.

The Board of Trustees shall determine and adopt College Calendars.

M. Each faculty member who wished to do so may request a key to the Complex and his office within the Complex for which he shall be required to sign a receipt.

N. Holidays for Librarians

1. Professional Librarians shall be entitled to all legal holidays that ten-month employees receive during the academic year.

2. There shall be 25% of the professional library staff on duty during the Thanksgiving, Christmas, New Year, all interims and Easter recesses. The staff on duty during the above named recesses will receive compensatory time off within one year of the time worked. Compensatory time will be arranged in such a manner that the library will not be understaffed when school is in session. Compensatory time will be arranged with consent of the Library Director.

0. All specific course texts and other teaching materials shall be selected by the faculty member teaching the course in conjunction with his department head, who will submit the recommendations to the Dean of Instruction for his approval and in sufficient time for same to be ordered by him for ensuing term.

ARTICLE V

FACULTY BENEFITS

A. Sick Leave

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

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

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

2. Concurrently with the beginning date of the fall term, a statement designating the number of accumulated days to which a faculty member is entitled, the number he has consumed, and the number remaining in his account will be made available by a staff member designated by the President of the College.

3. Although sick leave may not be credited during a leave of absence, an employee does not lose accumulated sick leave while on leave of absence.

4. Sick leave allowance is accruable without limit. A unit member who enters retirement and has to his/her credit any un-used accumulated sick leave shall be entitled to receive 50% of the accumulated sick leave as severance pay, said payment not to exceed \$5,000.00. This payment shall be paid in a lump sum at the effective date of retirement. This provision does not apply to the Contract year 1976-1977. This provision becomes vested at the commencement of the Contract year 1977-1978. The Supplemental Compensation payment to be paid hereunder shall be computed at the rate of one-half of the eligible employees' daily rate of pay for each day of earned and un-used accumulated sick leave based upon

the average annual compensation received during the last year of employment prior to the effective date of retirement.

B. Bereavement

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

C. Personal Leave

1. Personal leave with prior approval of the President 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. Personal business which cannot be handled outside scheduled hours
- d. religious holidays
- e. any other emergency or urgent reason which is not included in a to d above, if approved by the President.

2. Procedure for requesting personal leave:

- a. A formal request shall be written to the President.

This request shall include the following data:

- (1) The specific reason for the requested leave.
- (2) The date of the absence.

- b. This request shall be submitted to the Department Chairman to be forwarded to the President as soon as possible, but not

later than one week prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the Department Chairman and immediate submission of the letter to the President.

c. All personal leaves are official only after receipt of the President's or his designee's approval.

D. 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 advance studies, if, in the opinion of the President and the Board such studies shall benefit the College as well as the individual. Upon application, such leave may be extended beyond one-year limit. All such conditions shall be clearly stated in Leave Agreements.

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 participating in exchange teaching programs in other states, territories or countries, if in the opinion of the President and the Board such experience shall benefit the College as well as the individual. The Board may extend such leave beyond the one year period. The replacement will be properly qualified for the duties he is to perform.

All such conditions shall be clearly stated in Leave Agreements.

3. Maternity Leave

Members of the unit shall be entitled to that which the laws of New Jersey provide.

4. Military Leave

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

5. Professional Improvement

a. Unit members are encouraged to attend appropriate and worthwhile professional meetings.

b. To the extent possible, the College will assist in payment of expenses of attendance at professional meetings.

c. In the event several faculty members desire to attend the same meeting, any travel allowance will be pro-rated among them, or paid to the person(s) providing transportation, assuming five passengers to the car.

d. A written request to attend a professional meeting must be submitted to the Dean of Instruction two weeks prior to the date planned for departure to the meeting. The request should contain an estimate of the cost of attendance. Attendance is not approved unless a written authorization has been received

from the Dean. Expenses will not be paid in any case where attendance has been without prior approval.

e. When requested by the College to attend professional meetings or ther approved College business, and his personal automobile is used, travel expenses will be reimbursed at the rate of fourteen cents (\$.14) per mile, plus tolls and parking.

6. Sabbatical Leave

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

a. The unit member must have completed seven (7) years continual service to the College, since beginning service or since his last sabbatical leave.

b. The leave must be applied for at least one year in advance where possible, which the specific study or research purpose clearly stated in the application.

(1) Application shall be submitted to the committee consisting of three (3) members appointed by the Association and three (3) members appointed by the President.

(2) After careful consideration of all applications, the committee shall recommend candidates for leave to the President, who may accept or reject any or all recommendations.

c. Sabbatical leaves may be one semester or two semesters in duration. Full salary will be paid for a one-semester leave, and half salary for a two-semester leave.

E. Insurance Programs

1. At no cost to the unit member, the Board shall provide

Harold, Donald W. Foreman
President of the
Faculty
1964-1965
1964-1965

for him and his eligible dependents the health insurance benefits of the following plans:

- a. Blue Cross Hospitalization
- b. Blue Shield Medical and Surgical
- c. Rider J.
- d. Major Medical
- e. Dental Benefits

At no cost to the unit member the Board shall provide for him a group income protection plan, at a cost not to exceed \$75.00 per year per member. One plan shall be selected by the unit and approved by the Board, and all members of the unit shall belong to that one plan.

2. The Board shall provide to the unit member, and his 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 available from any other source.

F. Health Services

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

G. Tuition

For a member of the unit, his/her spouse, or unmarried child who is accepted at Cumberland County College for enrollment in the academic program, the College shall grant full tuition

remission. 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" or better must be maintained.

H. Establishment of Mini-Grant Fund

Provided that funds are available, there shall be established a Mini-Grant Fund of four thousand dollars (\$4,000.00) to fund the development of specific innovative projects. Grants will be awarded to fund projects during the summer months. The maximum grant to a faculty member shall be nine hundred dollars. The processing of grant proposals shall be by the Sabbatical Leave Committee. Recommendations shall be by the Sabbatical Leave Committee with the advice and consent of the Board of Trustees. This provision shall become effective, subject to the availability of funds, at the commencement of the contract year 1978-79.

ARTICLE VI

SALARY SCHEDULE

A. The salary schedule for the 1976-77 academic year shall be as follows:

<u>RANK</u>	<u>MINIMUM</u>
Assistant Professor II	\$ 9,000.00
Assistant Professor I	10,500.00
Associate Professor	12,500.00
Professor	15,000.00

A list of all negotiable salaries signed by the parties hereto will be filed with the President, the Dean of Administrative Services and the President and Secretary of the Faculty Association. Salary for ten-month employees will be paid from September 1 to June 30.

The salary increase for 1976-77 will be \$1,095.00.

The salary increase for 1977-78 will be \$1,200.00.

The salary increase for 1978-79 will be average \$1,200.00 which increase will be granted upon a system of merit to be jointly developed by the Board of Trustees, or its nominee and the Faculty Association.

All increases in salary are awarded by the Board of Trustees upon the recommendation of the President. N.J.S.A. 18:29-14 Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increase plus ten percent of the increase.

ARTICLE VI

SALARY SCHEDULE

A. The salary schedule for the 1976-77 academic year shall be as follows:

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Assistant Professor II	\$ 9,000.00
Assistant Professor I	10,500.00
Associate Professor	12,500.00
Professor	15,000.00

A list of all negotiable salaries signed by the parties hereto will be filed with the President, the Dean of Administrative Services and the President and Secretary of the Faculty Association. Salary for ten-month employees will be paid from September 1 to June 30.

The salary increase for 1976-77 will be \$1,095.00.

The salary increase for 1977-78 will be \$1,200.00.

The salary increase for 1978-79 will be average \$1,200.00 which increase will be granted upon a system of merit to be jointly developed by the Board of Trustees, or its nominee and the Faculty Association.

All increases in salary are awarded by the Board of Trustees upon the recommendation of the President. N.J.S.A. 18:29-14 Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increase plus ten percent of the increase.

*Harash, Rosale W. Freeman
Secretary of the
Faculty Association
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1. Faculty members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointment will be made by the Board of Trustees upon the recommendation of the President.

2. A candidate is not automatically entitled to placement in the top rank for which his academic and experience credits make him eligible. The President may recommend employment at any rank or below the level of the noted qualifications.

3. Faculty members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with personnel policies established by the Board of Trustees.

4. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

B. ACADEMIC RANKS:

GUIDELINES FOR ELIGIBILITY

Assistant Professor II:

Academic: Masters Degree or equivalent in special fields

Experience: None

Assistant Professor I:

Academic: Masters Degree plus 24 graduate credits

Experience: 4 years teaching experience or the equivalent

Associate Professor:

Academic: Masters Degree plus 45 graduate credits or Masters Degree and all course work completed for the Doctorate

Experience: 6 years teaching experience or the equivalent

Professor:

Academic: Doctorate or equivalent

Experience: 9 years teaching experience

C: COLLEGE ORIENTATION PROCEDURE:

In order to implement Orientation Procedure for each academic year, the President of the College shall maintain a group of six (6) members known as the Orientation Procedure group, who shall consist of three (3) members designated by the President and three (3) designated by the Association.

This group shall assist for each academic year. The President shall make the final decision regarding the Orientation Procedure. The tentative schedule adopted by the President is to be published on or before June 30, of each calendar year.

ARTICLE VII

COMPENSATION FOR GRADUATE WORK

Well aware that one of the measures of its intellectual vitality is the extent to which the faculty are continuing their professional growth by pursuing additional graduate study, the Board of Trustees, upon the recommendation of the President, will compensate full-time faculty currently in the service of the College for graduate work provided the following conditions are complied with:

1. Prior to enrollment in a course, faculty will obtain approval of the President. The President will approve only graduate courses which are consistent with the discipline taught and subject area in which he teaches in this college.

2. Upon successful completion of the approved course -- with "credit" or a mark of "B" where letter grades are assigned-- official evidence or grade report 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 \$40.00 per credit hour, which then becomes part of the contracted salary, payable at the end of the academic year. A faculty member will be compensated for a maximum of \$240.00 or six credit hours in any one semester and a maximum of \$480.00 or 12 credit hours in any one academic year including summer session. The maximum payable under the above compensation

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for graduate work shall be 24 credits.

It is understood between the parties that certain persons covered under this contract have completed credit hours which can be submitted to the President for his approval hereunder. These credit hours heretofore obtained upon approval by the President shall be compensated for at the same rate as herein stated, but shall be payable upon the completion of 24 credit hours herein provided for.

Karsh, Harold V. Foreman
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1220 South Street
Fresno, California 93720

ARTICLE VIII

PROFESSIONAL COMMITTEES AND FACULTY EVALUATION

A. COMMITTEES (STANDING)

All committees are advisory to the President of the College who, through them, extends to the Faculty the opportunity to participate in College governance. Prior to the close of the academic year, the Faculty Association President shall submit to the College President a listing which indicates the standing committees on which each Association member would like to serve. The College President will make his selection using this listing as a basis for selection.

B. FACULTY EVALUATION

Faculty Evaluation is a continuous process.

Faculty Evaluation shall be used for the purpose of improving instruction and contributing to the questions of promotion and retention. Effective teaching should be the most important element in faculty evaluation, but other factors such as academic advisement and professional development throughout the entire length of service at the College should be considered. Additional contributions should also be considered.

Faculty evaluations for non-tenured faculty shall be conducted within each department at least each semester, and for tenured faculty at least once a year. Each faculty member will be evaluated by (1) department chairman; (2) appropriate Dean; (3) faculty peer where peer is defined as another faculty member preferably in the same department; the faculty peer shall be

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selected by lot; (4) students subject to the limitations noted below; (5) each faculty member himself. All five elements will be required at least once each academic year.

Each department will devise the forms and methods it uses in peer, student, and self-evaluation.

In all sections of every course he teaches, the faculty member will be evaluated by students using an instrument designed by the department so as to protect the anonymity of each student who chooses to participate.

Each faculty member will receive a copy of each of the completed evaluations by March 1 of each calendar year. These materials will not be placed in the person's personnel file until they are initialed by him. The Faculty member has the right to respond in writing to any or all of these evaluations and have his comments included in his personnel file. The faculty member shall have 30 days to initial the evaluation. At the end of the period, the failure to initial shall be noted and the evaluations placed in his personnel file. A faculty member may respond in writing to any or all of these evaluations at any time.

ARTICLE IX

REDUCTION IN PROFESSIONAL STAFF

In the event that reduction in staff becomes necessary, the order of dismissal of tenured faculty shall be on the basis of reverse seniority with regard to the number of years employed by the college.

ARTICLE X

CONTRACTS

Annual contracts stipulating academic rank, salary, and salary schedule shall be issued not later than March 15th. 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 15th of the first academic year of service and not later than February 15th of the second and third years, and January 15th of the fourth and fifth academic years of service.

Said contracts are to be signed and returned to the Board of Trustees no later than March 30th.

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Vice-Chancellor
1971-1972
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ARTICLE XI
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a Faculty Member or Association based upon the interpretation, application or violation of this Agreement, Board policies, and administrative decisions.

2. Aggrieved person

An "aggrieved person" is the person or persons making the claim.

The Association may also be considered to be an "aggrieved person" on matters specifically concerning Association affairs.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Time limitations

(a) The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limitations specified may, however, be extended by mutual agreement.

(b) Where, pursuant to the procedure hereinafter set forth, the last day for filing a grievance falls on a Saturday, Sunday, or Legal Holiday the last day for filing shall automatically be deemed to be the next succeeding calendar day.

D. Rights of faculty to representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

E. Procedure

1. Level One - Department Head

A member with a grievance shall file it in writing with his department head. The grievance shall be filed within forty-five (45) calendar days of the time that the grievant knew of, or should have known of, the alleged occurrence.

2. Level Two - Dean

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the appropriate Dean within five (5) calendar days after the decision at Level One or twelve (12) calendar days after the grievance was

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presented, whichever is sooner.

3. Level Three - President of the College

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) calendar days after the presentation of the grievance, he may file the grievance in writing with the President of the College within five (5) calendar days after the decision at Level two or twelve (12) calendar days after the grievance was presented, whichever is sooner.

4. Level Four - Board of Trustees

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or, if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the President of the College he may within five (5) calendar days after a decision by the President or twenty (20) calendar days after the grievance was delivered to the President, whichever is sooner, file his grievance in writing with the Secretary of the Board of Trustees. The Board of Trustees shall render its decision at a date not later than its second regular monthly meeting following the filing of his grievance with its Secretary. If the Board fails to act within the time above set forth the grievance will automatically be determined in favor of the aggrieved person.

F. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest,

any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. Miscellaneous

1. Group grievance

If, in the judgment of the Association, a grievance affects a group of teachers, the Association may submit such grievance in writing to the Dean directly and the processing of such grievance shall be commenced at Level Two. If the Association is not satisfied with the decision it may proceed in accordance with the provisions of Paragraph "E"3. and 4.

2. Written decisions

All decisions rendered at Levels Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the President and given appropriate distribution so as to facilitate operation of the grievance procedure.

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, powers 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 acts of employees during working hours.

Harold Pascal W. Greenman
Counsel at Law
P.O. Box 104
200 Route 100
Fairfield, New Jersey 07007

ARTICLE XIII

NON-ASSIGNMENT OF CONTRACT

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

ARTICLE XIV

MISCELLANEOUS

A. Copies of this Agreement shall be reproduced by the Board and distributed to all Faculty 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 shall 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 faculty 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.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of
July, 1976 and shall continue in effect until the 30th day of
June, 1979.

IN WITNESS WHEREOF, the CUMBERLAND COUNTY COLLEGE FACULTY ASSOCIATION, has caused this Agreement to be signed by its duly elected officer 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

CUMBERLAND COUNTY COLLEGE
FACULTY ASSOCIATION

Jesse H. Parcell
Chairman, Board of Trustees

James H. [unclear]
President, Faculty Association

[Signature]
Secretary

[Signature]

Handwritten note:
K. [unclear] [unclear]
[unclear]
[unclear]
[unclear]